UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the Quarterly Period Ended June 30, 2026

OR

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

For the Transition Period from to

(Commission File Number)	(Exact Name of Registrant as Specified in Its Charter) (Address of Principal Executive Offices) (Zip Code) (Telephone Number)	(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
1-9516	**ICAHN ENTERPRISES L.P.** **16690 Collins Avenue, PH-1** **Sunny Isles Beach, FL 33160** **(305) 422-4100**	**Delaware**	**13-3398766**

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Depositary Units of Icahn Enterprises L.P. Representing Limited Partner Interests	IEP	Nasdaq Global Select Market

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

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

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

Large Accelerated Filer	☒	Accelerated Filer	☐	Emerging Growth Company	☐
Non-accelerated Filer	☐	Smaller Reporting Company	☐		

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

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

As of August 4, 2026, there were 710,915,093 of Icahn Enterprises’ depositary units outstanding.

ICAHN ENTERPRISES L.P.
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FORWARD-LOOKING STATEMENTS

This Report contains certain statements that are, or may be deemed to be, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act. All statements included in this Report, other than statements that relate solely to historical fact, are "forward-looking statements." Such statements include, but are not limited to, any statement that may predict, forecast, indicate or imply future results, performance, achievements or events, or any statement that may relate to strategies, plans or objectives for, or potential results of, future operations, financial results, financial condition, business prospects, growth strategy or liquidity, and are based upon management's current plans and beliefs or current estimates of future results or trends. Forward-looking statements can generally be identified by phrases such as "believes," "expects," "potential," "continues," "may," "should," "seeks," "predicts," "anticipates," "intends," "projects," "estimates," "plans," "could," "designed," "should be" and other similar expressions that denote expectations of future or conditional events rather than statements of fact.

Forward-looking statements include certain statements made under the caption, "Management's Discussion and Analysis of Financial Condition and Results of Operations," under Part I, Item 2 of this Report, but also forward-looking statements that appear in other parts of this Report. Forward-looking statements reflect our current views with respect to future events and are based on certain assumptions and are subject to risks and uncertainties that could cause our actual results to differ materially from trends, plans, or expectations set forth in the forward-looking statements. These include risks related to economic downturns, substantial competition and rising operating costs; risks related to our investment activities, including the nature of the investments made by the private funds in which we invest and the impact of the use of leverage through options, short sales, swaps, forwards and other derivative instruments, including the risk of counterparty termination and early settlement of such positions; risks related to our ability to comply with the covenants in our senior notes and the risk of foreclosure on the assets securing our notes; risks related to our ability to refinance our debt; our ability to continue to meet our liquidity needs; declines in the fair value of our investments, losses in the private funds and loss of key employees; risks related to our ability to continue to conduct our activities in a manner so as to not be deemed an investment company under the Investment Company Act of 1940, as amended, or to be taxed as a corporation; risks related to short sellers and associated litigation and regulatory inquiries; risks related to our general partner and controlling unitholder; pledges of our units by our controlling unitholder; risks related to our energy business, including the volatility and availability of crude oil, other feed stocks and refined products, declines in global demand for crude oil, refined products and liquid transportation fuels, unfavorable refining margin (crack spread), interrupted access to pipelines, significant fluctuations in nitrogen fertilizer demand in the agricultural industry and seasonality of results; volatile commodity pricing and higher industry utilization and oversupply risks related to potential strategic transactions involving our Energy segment, and the impact of tariffs; risks related to our automotive activities and exposure to adverse conditions in the automotive industry; risks related to our food packaging activities, including competition from better capitalized competitors, inability of our suppliers to timely deliver raw materials, and the failure to effectively respond to industry changes in casings technology; supply chain issues; inflation, including increased costs of raw materials and shipping; interest rate increases; labor shortages and workforce availability; risks related to our real estate activities, including the extent of any tenant bankruptcies and insolvencies; risks related to our home fashion operations, including changes in the availability and price of raw materials, manufacturing disruptions, and changes in transportation costs and delivery times; the impacts from the Russia/Ukraine conflict and conflict in the Middle East, including the U.S.-Israel and Iran war, and any related economic volatility, disruptions to global commodity markets, export controls and other economic sanctions; and political and regulatory uncertainty, including changing economic policy and the imposition of tariffs. These risks and uncertainties also include the risks and uncertainties described in our Annual Report on Form 10-K for the year ended December 31, 2025 and this Quarterly Report on Form 10-Q. Additionally, there may be other factors not presently known to us or which we currently consider to be immaterial that may cause our actual results to differ materially from the forward-looking statements. Except as required by law, we undertake no obligation to publicly update or review any forward-looking statements, whether as a result of new information, future developments or otherwise, after the date of this Report.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ICAHN ENTERPRISES L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

	June 30, 2026	December 31, 2025
	(in millions, except unit amounts)	
ASSETS		
Cash and cash equivalents	$ 1,221	$ 1,450
Cash held at consolidated affiliated partnerships and restricted cash	1,971	1,969
Investments	1,498	2,251
Due from brokers	1,131	1,656
Accounts receivable, net	488	393
Related party notes receivable, net	136	129
Inventories, net	978	845
Property, plant and equipment, net	3,616	3,670
Deferred tax asset	187	165
Derivative assets, net	-	7
Goodwill	289	290
Intangible assets, net	330	349
Assets held for sale	22	—
Other assets	1,023	1,041
Total Assets	$ 12,890	$ 14,215
LIABILITIES AND EQUITY		
Accounts payable	$ 721	$ 690
Accrued expenses and other liabilities	1,524	1,192
Deferred tax liabilities	282	314
Derivative liabilities, net	828	595
Securities sold, not yet purchased, at fair value	1,000	1,382
Debt	6,389	6,616
Total liabilities	10,744	10,789
Commitments and Contingencies (Note 17)		
Equity:		
Limited partners: Depositary units: 710,915,093 units issued and outstanding at June 30, 2026 and 637,209,452 units issued and outstanding at December 31, 2025	1,813	2,728
General partner	(804)	(786)
Equity attributable to Icahn Enterprises	1,009	1,942
Equity attributable to non-controlling interests	1,137	1,484
Total equity	2,146	3,426
Total Liabilities and Equity	$ 12,890	$ 14,215

See notes to condensed consolidated financial statements.

ICAHN ENTERPRISES L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
	(in millions, except per unit amounts)			
Revenues:				
Net sales	$ 3,081	$ 2,143	$ 5,392	$ 4,145
Other revenues from operations	175	172	336	340
Net loss from investment activities	(334)	(74)	(636)	(468)
Interest and dividend income	49	69	96	152
(Loss) gain on disposition of assets, net	(1)	47	(3)	44
Other income (loss), net	5	12	(4)	23
	2,975	2,369	5,181	4,236
Expenses:				
Cost of goods sold	2,883	2,118	5,223	4,134
Other expenses from operations	147	154	288	305
Selling, general and administrative	203	207	412	408
Dividend expense	5	7	10	15
Impairment	—	2	—	12
Restructuring, net	2	(2)	2	5
Interest expense	121	129	244	257
	3,361	2,615	6,179	5,136
Loss before income tax expense	(386)	(246)	(998)	(900)
Income tax (expense) benefit	(2)	45	47	119
Net loss	(388)	(201)	(951)	(781)
Less: net loss attributable to non-controlling interests	(33)	(36)	(137)	(194)
Net loss attributable to Icahn Enterprises	$ (355)	$ (165)	$ (814)	$ (587)
Net loss attributable to Icahn Enterprises allocated to:				
Limited partners	$ (348)	$ (162)	$ (798)	$ (576)
General partner	(7)	(3)	(16)	(11)
	$ (355)	$ (165)	$ (814)	$ (587)
Basic and Diluted loss per LP unit	$ (0.52)	$ (0.30)	$ (1.22)	$ (1.08)
Basic and Diluted weighted average LP units outstanding	669	545	653	534
Distributions declared per LP unit	$ 0.50	$ 0.50	$ 1.00	$ 1.00

See notes to condensed consolidated financial statements.

ICAHN ENTERPRISES L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions)			
Net loss	$ (388)	$ (201)	$ (951)	$ (781)
Other comprehensive (loss) income, net of tax:				
Post-retirement benefits and other	—	2	—	2
Translation adjustments	(1)	6	(4)	9
Other comprehensive (loss) income, net of tax	(1)	8	(4)	11
Comprehensive loss	(389)	(193)	(955)	(770)
Less: Comprehensive loss attributable to non-controlling interests	(33)	(35)	(137)	(193)
Comprehensive (loss) attributable to Icahn Enterprises	$ (356)	$ (158)	$ (818)	$ (577)
Comprehensive loss attributable to Icahn Enterprises allocated to:				
Limited partners	$ (349)	$ (155)	$ (802)	$ (566)
General partner	(7)	(3)	(16)	(11)
	$ (356)	$ (158)	$ (818)	$ (577)

See notes to condensed consolidated financial statements.

ICAHN ENTERPRISES L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)

	Equity Attributable to Icahn Enterprises				
	General Partner's Deficit	**Limited Partners' Equity**	**Total Partners' Equity**	**Non-controlling Interests**	**Total Equity**
			(in millions)		
Balance, December 31, 2025	$ (786)	$ 2,728	$ 1,942	$ 1,484	$ 3,426
Net loss	(9)	(450)	(459)	(104)	(563)
Other comprehensive loss	—	(3)	(3)	—	(3)
Partnership distributions payable	(6)	(319)	(325)	—	(325)
Investment segment distributions to non-controlling interests	—	—	—	(175)	(175)
Purchase of additional interests in consolidated subsidiaries	—	(10)	(10)	(6)	(16)
Dividends and distributions to non-controlling interests in subsidiaries	—	—	—	(2)	(2)
Changes in subsidiary equity and other	—	2	2	3	5
Balance, March 31, 2026	**$ (801)**	**$ 1,948**	**$ 1,147**	**$ 1,200**	**$ 2,347**
Net loss	(7)	(348)	(355)	(33)	(388)
Other comprehensive loss	—	(1)	(1)	—	(1)
Partnership distributions payable reversal	6	319	325	—	325
Partnership distributions	(2)	(104)	(106)	—	(106)
Dividends and distributions to non-controlling interests in subsidiaries	—	—	—	(29)	(29)
Changes in subsidiary equity and other	—	(1)	(1)	(1)	(2)
Balance, June 30, 2026	**$ (804)**	**$ 1,813**	**$ 1,009**	**$ 1,137**	**$ 2,146**

	Equity Attributable to Icahn Enterprises				
	General Partner's Deficit	**Limited Partners' Equity**	**Total Partners' Equity**	**Non-controlling Interests**	**Total Equity**
			(in millions)		
Balance, December 31, 2024	$ (775)	$ 3,241	$ 2,466	$ 2,155	$ 4,621
Net loss	(8)	(414)	(422)	(158)	(580)
Other comprehensive income	—	3	3	—	3
Partnership distributions payable	(6)	(261)	(267)	—	(267)
Purchase of additional interests in consolidated subsidiaries	—	(18)	(18)	(17)	(35)
Dividends and distributions to non-controlling interests in subsidiaries	—	—	—	(12)	(12)
Changes in subsidiary equity and other	—	12	12	—	12
Balance, March 31, 2025	**$ (789)**	**$ 2,563**	**$ 1,774**	**$ 1,968**	**$ 3,742**
Net loss	(3)	(162)	(165)	(36)	(201)
Other comprehensive income	—	7	7	1	8
Partnership distributions payable reversal	6	261	267	—	267
Partnership distributions	(3)	(151)	(154)	—	(154)
Partnership contributions	—	34	34	—	34
Investment segment distributions to non-controlling interests	—	—	—	(216)	(216)
Purchase of additional interests in consolidated subsidiaries	—	(17)	(17)	(20)	(37)
Dividends and distributions to non-controlling interests in subsidiaries	—	—	—	(15)	(15)
Changes in subsidiary equity and other	(1)	(2)	(3)	(2)	(5)
Balance, June 30, 2025	**$ (790)**	**$ 2,533**	**$ 1,743**	**$ 1,680**	**$ 3,423**

See notes to condensed consolidated financial statements.

ICAHN ENTERPRISES L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

	Six Months Ended June 30,	
	2026	2025
	(in millions)	
Cash flows from operating activities:		
Net loss	$ (951)	$ (781)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Net loss from securities transactions	70	172
Purchases of securities	(33)	(1,069)
Proceeds from sales of securities	979	1,310
Payments to cover securities sold, not yet purchased	(1,233)	(727)
Proceeds from securities sold, not yet purchased	553	268
Changes in receivables and payables relating to securities transactions	542	363
Changes in derivative assets and liabilities	281	320
(Gain) loss on disposition of assets, net	3	(44)
Depreciation and amortization	247	250
Impairment	—	10
Deferred taxes	(53)	(117)
Other, net	35	(14)
Changes in other operating assets and liabilities	73	152
Net cash provided by operating activities	513	93
Cash flows from investing activities:		
Capital expenditures	(194)	(184)
Turnaround expenditures	(1)	(191)
Proceeds from disposition of businesses and assets	4	52
Proceeds from sale of equity method investment	—	9
Return of equity method investment	5	5
Other, net	—	5
Net cash used in investing activities	(186)	(304)
Cash flows from financing activities:		
Investment segment distributions to non-controlling interests	(175)	(216)
Partnership contributions	—	34
Partnership distributions	(106)	(154)
Purchase of additional interests in consolidated subsidiaries	(16)	(72)
Dividends and distributions to non-controlling interests in subsidiaries	(31)	(31)
Proceeds from reverse recapitalization	40	—
Repayments of Holding Company senior notes	(240)	(32)
Proceeds from subsidiary borrowings	1,004	12
Repayments of subsidiary borrowings	(983)	(87)
Other, net	(47)	(4)
Net cash used in financing activities	(554)	(550)
Effect of exchange rate changes on cash and cash equivalents and restricted cash and restricted cash equivalents	—	(2)
Net decrease in cash and cash equivalents and restricted cash and restricted cash equivalents	(227)	(763)
Cash and cash equivalents and restricted cash and restricted cash equivalents, beginning of period	3,419	5,239
Cash and cash equivalents and restricted cash and restricted cash equivalents, end of period	$ 3,192	$ 4,476

See notes to condensed consolidated financial statements.

1. Description of Business

Overview

Icahn Enterprises L.P. ("Icahn Enterprises") is a master limited partnership formed in Delaware on February 17, 1987. References to "we," "our" or "us" herein include both Icahn Enterprises and Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings") and their subsidiaries, unless the context otherwise requires.

Icahn Enterprises owns a 99% limited partner interest in Icahn Enterprises Holdings. Icahn Enterprises Holdings and its subsidiaries own substantially all of our assets and liabilities and conduct substantially all of our operations. Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP"), which is indirectly owned and controlled by Mr. Carl C. Icahn, owns a 1% general partner interest in each of Icahn Enterprises and Icahn Enterprises Holdings as of June 30, 2026, representing an aggregate 1.99% general partner interest in Icahn Enterprises and Icahn Enterprises Holdings. Mr. Icahn and his affiliates owned approximately 87% of our outstanding depositary units as of June 30, 2026.

Description of Continuing Operating Businesses

We are a diversified holding company owning subsidiaries currently engaged in the following continuing operating businesses: Investment, Energy, Automotive, Food Packaging, Real Estate, Home Fashion and Pharma. We also report the results of our Holding Company, which includes the results of certain subsidiaries of Icahn Enterprises (unless otherwise noted), and investment activity and expenses associated with our Holding Company. See Note 13, "Segment Reporting," for a reconciliation of each of our reporting segment's results of operations to our consolidated results. Certain additional information with respect to our segments is discussed below.

Investment

Our Investment segment is comprised of various private investment funds ("Investment Funds") in which we have general partner interests and through which we invest our proprietary capital. As general partner, we provide investment advisory and certain administrative and back-office services to the Investment Funds but do not provide such services to any other entities, individuals or accounts. We and certain of Mr. Icahn's family members and affiliates are the only investors in the Investment Funds. Interests in the Investment Funds are not offered to outside investors. We had interests in the Investment Funds with a fair value of approximately $2.0 billion and $2.7 billion as of June 30, 2026 and December 31, 2025, respectively.

Energy

We conduct our Energy segment through our majority owned subsidiary, CVR Energy, Inc. ("CVR Energy"), along with our interest in CVR Partners, LP, a publicly traded limited partnership ("CVR Partners") and subsidiary of CVR Energy. CVR Energy is a diversified holding company primarily engaged in the petroleum refining and marketing businesses as well as in the nitrogen fertilizer manufacturing and distribution businesses through its holdings in CVR Partners. CVR Energy is an independent petroleum refiner and is a marketer of high value transportation fuels primarily in the form of gasoline, diesel, jet fuel and distillates, as well as activities related to crude oil gathering and logistics that support refinery operations. CVR Partners produces and markets nitrogen fertilizers in the form of urea ammonium nitrate ("UAN") and ammonia. CVR Energy held 100% of the general partner interest and approximately 37% of the outstanding common units of CVR Partners as of June 30, 2026.

During the six months ended June 30, 2026, we increased our ownership of CVR Energy by acquiring 783,404 shares for a total purchase price of approximately $16 million. As of June 30, 2026, we owned approximately 71% of the total outstanding common stock of CVR Energy and 3% of the outstanding common units of CVR Partners.

In December 2025, our Energy segment reverted the renewable diesel unit back to hydrocarbon processing service, in response to unfavorable market economics of renewable fuels and to improve feedstock optimization and alleviate certain logistical constraints within our refining operations. CVR Energy retains the flexibility to return the unit to renewable diesel service should market conditions and incentives become favorable. At present, the unit no longer processes renewable feedstocks, such as soybean oil, corn oil, and other similar feedstocks, into renewable diesel, and CVR Energy does not currently market renewable diesel.

Automotive

We conduct our Automotive segment through our wholly owned subsidiary, Icahn Automotive Group LLC ("Icahn Automotive"). The Automotive segment is engaged in providing a full range of automotive repair and maintenance services, along with the sale of any installed parts or materials related to automotive services ("Automotive Services") to its customers. The Automotive segment previously also operated an automotive aftermarket parts and retail merchandise business ("Aftermarket Parts"), which it exited in the first quarter of 2025. In addition to its primary businesses, the Automotive segment leases available and excess real estate in certain locations under long-term operating leases.

Food Packaging

We conduct our Food Packaging segment through our majority owned subsidiary, Viskase Holdings, Inc. ("Viskase"). Viskase is a producer of cellulosic, fibrous and plastic casings used to prepare and package processed meat products.

In January 2026, Viskase completed an equity private placement whereby we acquired an additional 25,862,069 shares of Viskase common stock for $15 million. In March 2026, Viskase completed its previously announced merger with Enzon Pharmaceuticals, Inc., and the combined company now operates as "Viskase Holdings, Inc." We own approximately 94% of the outstanding common stock of the combined company.

Real Estate

We conduct our Real Estate segment through various wholly owned subsidiaries. Our Real Estate segment primarily consists of investment properties which includes land, retail, office and industrial properties leased to corporate tenants, the development and sale of single-family homes, and the operations of a resort and a country club.

Home Fashion

We conduct our Home Fashion segment through our wholly owned subsidiary, WestPoint Home LLC ("WPH"). WPH's business consists of manufacturing, sourcing, marketing, distributing and selling hospitality and home fashion consumer products.

Pharma

We conduct our Pharma segment through our wholly owned subsidiary, Vivus LLC, formerly Vivus, Inc. ("Vivus"). Vivus is a specialty pharmaceutical company with two approved therapies: one for chronic weight management and the other for the treatment of exocrine pancreatic insufficiency. In addition, Vivus has two product candidates in active clinical development and two product candidates in early-stage development.

2. Basis of Presentation and Summary of Significant Accounting Policies

We conduct and plan to continue to conduct our activities in such a manner as not to be deemed an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”). Therefore, no more than 40% of our total assets can be invested in investment securities, as such term is defined in the Investment Company Act. In addition, we do not invest or intend to invest in securities as our primary business. We structure and intend to continue structuring our investments to be taxed as a partnership rather than as a corporation under the applicable publicly traded partnership rules of the Internal Revenue Code, as amended.

Events beyond our control, including significant appreciation or depreciation in the market value of certain of our publicly traded holdings or adverse developments with respect to our ownership of certain of our subsidiaries, could result in us inadvertently becoming an investment company that is required to register under the Investment Company Act. Following such events or certain transactions (such as the sale of an operating business), an exemption under the Investment Company Act would provide us up to one year to take steps to avoid becoming classified as an investment company. We expect to take steps to avoid becoming classified as an investment company, but no assurance can be made that we will successfully be able to take the steps necessary to avoid becoming classified as an investment company.

The accompanying condensed consolidated financial statements and related notes should be read in conjunction with our consolidated financial statements and related notes contained in our Annual Report on Form 10-K for the year ended December 31, 2025. The condensed consolidated financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (the “SEC”) related to interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) have been condensed or omitted pursuant to such rules and regulations. The financial information contained herein is unaudited; however, management believes all adjustments have been made that are necessary to present fairly the results for the interim periods. All such adjustments are of a normal and recurring nature.

Principles of Consolidation

Our condensed consolidated financial statements include the accounts of (i) Icahn Enterprises and (ii) the wholly and majority owned subsidiaries of Icahn Enterprises, in addition to variable interest entities (“VIEs”) in which we are the primary beneficiary. In evaluating whether we have a controlling financial interest in entities that we consolidate, we consider the following: (1) for voting interest entities, including limited partnerships and similar entities that are not VIEs, we consolidate these entities in which we own a majority of the voting interests; and (2) for VIEs, we consolidate these entities in which we are the primary beneficiary. See below for a discussion of our VIEs. Kick-out rights, which are the rights underlying the limited partners’ ability to dissolve the limited partnership or otherwise remove the general partners, held through voting interests of partnerships and similar entities that are not VIEs are considered the equivalent of the equity interests of corporations that are not VIEs. For entities over which the Company does not have significant influence, the Company accounts for its equity investment at fair value.

Except for our Investment segment and Holding Company, for equity investments in which we own 50% or less but greater than 20%, we generally account for such investments using the equity method. All other equity investments are accounted for at fair value.

Consolidated Variable Interest Entities

We determined that Icahn Enterprises Holdings is a VIE because it is a limited partnership that lacks both substantive kick-out and participating rights. Although Icahn Enterprises is not the general partner of Icahn Enterprises Holdings, Icahn Enterprises is deemed to be the primary beneficiary of Icahn Enterprises Holdings principally based on its 99% limited partner interest in Icahn Enterprises Holdings, as well as our related party relationship with the general partner, and therefore continues to consolidate Icahn Enterprises Holdings. Icahn Enterprises Holdings and its subsidiaries own substantially all of our assets and liabilities and therefore, the balance sheets of Icahn Enterprises and Icahn Enterprises Holdings are substantially the same.

We established a captive insurance program to supplement the insurance coverage of the officers, directors, employees and agents of the Company, its subsidiaries and our general partner. We hold assets in a protected cell, which we are the primary beneficiary of, and therefore consolidate the protected cell. Our total assets related to the protected cell were $115 million and $113 million as of June 30, 2026 and December 31, 2025, respectively, and included in restricted cash in the condensed consolidated balance sheet.

Fair Value of Financial Instruments

The carrying values of cash and cash equivalents, cash held at consolidated affiliated partnerships and restricted cash, accounts receivable, due from brokers, accounts payable, accrued expenses and other liabilities and due to brokers are deemed to be reasonable estimates of their fair values because of their short-term nature. See Note 4, “Investments,” and Note 5, “Fair Value Measurements,” for a detailed discussion of our investments and other non-financial assets and/or liabilities.

The fair value of our long-term debt is based on the quoted market prices for the same or similar issues or on the current rates offered to us for debt of the same remaining maturities. The carrying value and estimated fair value of our long-term debt as of June 30, 2026 was approximately $6.4 billion and $6.2 billion, respectively. The carrying value and estimated fair value of our long-term debt as of December 31, 2025 was approximately $6.6 billion and $6.3 billion, respectively.

Cash Flow

Cash and cash equivalents and restricted cash and restricted cash equivalents on our condensed consolidated statements of cash flows is comprised of (i) cash and cash equivalents and (ii) cash held at consolidated affiliated partnerships and restricted cash.

Cash Held at Consolidated Affiliated Partnerships and Restricted Cash

Our cash held at consolidated affiliated partnerships balance was $741 million and $746 million as of June 30, 2026 and December 31, 2025, respectively. Cash held at consolidated affiliated partnerships relates to our Investment segment and consists of cash and cash equivalents held by the Investment Funds that, although not legally restricted, are not used for the general operating needs of Icahn Enterprises.

Our restricted cash balance was approximately $1.2 billion as of June 30, 2026 and December 31, 2025. Restricted cash includes, but is not limited to, our Investment segment’s cash pledged and held for margin requirements on derivative transactions and cash held related to our captive insurance program.

Investments and Related Transactions

Other segments and Holding Company

In August 2025, the Company sold certain properties to TEB LLC *(“TEB”).* TEB was formed by a third-party developer for such developer to acquire, redevelop and operate the properties sold by the Company. In connection with the sale of the properties, the Company received cash, provided certain seller financing and also received a preferred equity interest and a profits interest in TEB. The Company did not provide any cash capital to TEB and the Company is not obligated to invest any capital to support TEB or its operations in the future. The day-to-day operations of TEB’s business is the sole responsibility of the other member who serves as manager of TEB and the Company does not control those day-to-day operations. The Company has certain protective rights in connection with its preferred equity interest.

The Company has evaluated its investment in and involvement with TEB and determined that the entity meets the definition of a variable interest entity. The Company determined it is not the primary beneficiary, as certain decisions related to the entity’s operations require the consent of both the Company and the other member serving as the manager. As a result, the Company does not consolidate TEB and accounts for its preferred equity investment under the equity method. As of June 30, 2026 and December 31, 2025, the carrying amount of our equity method investment in TEB was $84 million and $74 million, respectively, and is included in investments in the condensed consolidated balance sheet. Our maximum exposure to loss in connection with our involvement in TEB is limited to the carrying value of our equity investment and related party loan receivable, which together total $220 million and $203 million as of June 30, 2026 and December 31, 2025, respectively.

Long-Lived Assets

The Company reviews long-lived assets for impairment when impairment indicators exist. An evaluation of impairment consists of reviewing the carrying value of a long-lived asset for recoverability. Recoverability of long-lived assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future net cash flows expected to be generated by the asset. If the carrying value of the long-lived asset is not determined to be recoverable, a fair value assessment is performed.

Revenue From Contracts With Customers and Contract Balances

Due to the nature of our business, we derive revenue from various sources in various industries. With the exception of all of our Investment segment's and our Holding Company's revenues, and our Real Estate segment's and Automotive segment's leasing revenue, our revenue is generally derived from contracts with customers in accordance with U.S. GAAP. Such revenue from contracts with customers is included in net sales and other revenues from operations in the condensed consolidated statements of operations, however, our Real Estate and Automotive segments' leasing revenue, as disclosed in Note 10, "Leases," is also included in other revenues from operations. Related contract assets are included in accounts receivable, net or other assets and related contract liabilities are included in accrued expenses and other liabilities in the condensed consolidated balance sheets. Our disaggregation of revenue information includes our net sales and other revenues from operations for each of our reporting segments as well as additional disaggregation of revenue information for our Energy and Automotive segments. See Note 13, "Segment Reporting," for our complete disaggregation of revenue information. In addition, we disclose additional information with respect to revenue from contracts with customers and contract balances for our Energy and Automotive segments below.

Energy

Our Energy segment's deferred revenue is a contract liability that relates to fertilizer sales contracts requiring customer prepayment prior to product delivery to guarantee a price and supply of nitrogen fertilizer. Deferred revenue is recorded at the point in time in which a prepaid contract is legally enforceable and the associated right to consideration is unconditional prior to transferring product to the customer. An associated receivable is recorded for uncollected prepaid contract amounts. Contracts requiring prepayment are generally short-term in nature and revenue is recognized at the point in time in which the customer obtains control of the product. As of June 30, 2026, our Energy segment had $2 million of remaining performance obligations for contracts with an original expected duration of more than one year. Our Energy segment expects to recognize $1 million of these performance obligations as revenue by the end of 2026 and less than $1 million during both 2027 and 2028.

In addition, deferred revenue includes agreements entered into with third-party investors that have allowed our Energy segment to monetize certain tax credits available under Section 45Q of the Internal Revenue Code (the "45Q Transaction"). Our Energy segment had deferred revenue of $49 million and $44 million as of June 30, 2026 and December 31, 2025, respectively. For the six months ended June 30, 2026 and 2025, our Energy segment recognized revenue of $19 million and $47 million, respectively, with respect to deferred revenue outstanding as of the beginning of each respective period.

Automotive

Our Automotive segment had deferred revenue with respect to extended warranty plans of $24 million and $28 million as of June 30, 2026 and December 31, 2025, respectively, which are included in accrued expenses and other liabilities on the condensed consolidated balance sheets. For each of the six months ended June 30, 2026 and 2025, our Automotive segment recorded deferred revenue of $9 million and $11 million, respectively, outstanding as of the beginning of each period.

Recently Issued Accounting Standards

In May 2026, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2026-02, *Environmental Credits and Environmental Credit Obligations (Topic 818),* which establishes authoritative guidance for environmental credits and environmental credit obligations and provides the recognition, measurement, presentation, and disclosure requirements for entities that generate, purchase, or receive environmental credits, or that have a regulatory compliance obligation that may be settled with environmental credits. This standard is effective for the Company's annual and interim reporting periods beginning January 1, 2028. Early adoption is permitted as of the beginning of an annual reporting period. The Company is currently evaluating the potential impact of adopting this new accounting guidance.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)* and in January 2025, the FASB issued ASU 2025-01*, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date.* The ASU requires disclosure of specific information about costs and expenses within relevant expense captions on the face of the income statement, qualitative descriptions for expense captions not specifically disaggregated quantitatively, and the total amount and definition of selling expenses for interim and annual reporting periods. This standard, as clarified by ASU 2025-01, is effective for the Company's annual reporting period beginning January 1, 2027 and interim reporting periods beginning January 1, 2028 and should be applied on a retrospective or prospective basis, with early adoption permitted. We continue to evaluate the impact of adopting this standard on our consolidated financial statements.

3. Related Party Transactions

Our third amended and restated agreement of limited partnership expressly permits us to enter into transactions with our general partner or any of its affiliates, including buying or selling properties from or to our general partner and any of its affiliates and borrowing and lending money from or to our general partner and any of its affiliates, subject to limitations contained in our partnership agreement and the Delaware Revised Uniform Limited Partnership Act. The indentures governing our indebtedness contain certain covenants applicable to transactions with affiliates.

Investment Funds

As of June 30, 2026 and December 31, 2025, the total fair market value of investments in the Investment Funds made by Mr. Icahn and his affiliates (excluding us and Brett Icahn) was approximately $591 million and $908 million, respectively, representing approximately 23% and 25% of the Investment Funds' assets under management as of each respective date. Mr. Icahn and his affiliates (excluding us and Brett Icahn) redeemed $175 million from his personal interests in the Investment Funds and the Holding Company redeemed $240 million during the six months ended June 30, 2026. In addition, during the six months ended June 30, 2026, the Holding Company redeemed $40 million in securities from the Investment Funds. Mr. Icahn and his affiliates (excluding us and Brett Icahn) redeemed $208 million from his personal interests in the Investment Funds during the six months ended June 30, 2025.

We pay for expenses pertaining to the operation, administration and investment activities of our Investment segment for the benefit of the Investment Funds (including salaries, benefits and rent). Based on an expense-sharing arrangement, certain expenses borne by us are reimbursed by the Investment Funds. For the six months ended June 30, 2026 and 2025, $7 million and $6 million, respectively, was allocated to the Investment Funds based on this expense-sharing arrangement.

TEB

In August 2025, the Company sold certain properties to TEB. TEB was formed by a third-party developer to acquire, redevelop and operate the properties sold by the Company. In connection with the sale of the properties, the Company provided certain seller financing and received cash, a preferred equity interest and a profits interest in TEB. The Company did not provide any cash capital to TEB and the Company is not obligated to invest any capital contributions to support TEB or its operations in the future. The day-to-day operations of TEB's business are the sole responsibility of the other member who serves as manager of TEB and the Company does not control those day-to-day operations. The Company has certain protective rights in connection with its preferred equity interest. The Company does not consolidate TEB and accounts for its preferred equity investment under the equity method. Entities that are recognized under the equity method of accounting are deemed to be related parties.

In connection with the sale in August 2025, the Company entered into a loan agreement with TEB. As of June 30, 2026, the outstanding balance of the loan was $136 million, representing the seller-financed debt portion of the transaction. For the three and six months ended June 30, 2026, the Company recognized interest income of $5 million and $9 million, respectively, related to this loan and the interest income is included in interest and dividend income in the condensed consolidated statements of operations.

Other Related Party Agreements

On October 1, 2020, we entered into a manager agreement with Brett Icahn, the son of Mr. Icahn, and affiliates of Brett Icahn. Under the manager agreement, Brett Icahn serves as the portfolio manager of a designated portfolio of assets within the Investment Funds over a seven-year term, subject to veto rights by our Investment segment and Mr. Icahn. On May 5, 2022, we entered into an amendment to the manager agreement, which allows the Investment Funds to add, from time to time, two additional separately tracked portfolios, in addition to the existing portfolios, which will not be subject to the manager agreement. Additionally, Brett Icahn provides certain other services, at our request, which may entail research, analysis and advice with respect to a separate designated portfolio of assets within the Investment Funds. Subject to the terms of the manager agreement, at the end of the seven-year term, Brett Icahn will be entitled to receive a one-time lump sum payment as described in and computed pursuant to the manager agreement. Brett Icahn will not be entitled to receive from us any other compensation (including any salary or bonus) in respect of the services he is to provide under the manager agreement other than restricted depositary units granted under a restricted unit agreement. In accordance with the manager agreement, Brett Icahn will co-invest with the Investment Funds in certain positions, will make cash contributions to the Investment Funds in order to fund such co-investments and will have a special limited partnership interest in the Investment Funds through which the profit and loss attributable to such co-investments will be allocated to him. Brett Icahn had redemptions of less than $1 million during the six months ended June 30, 2026, and net redemptions of $8 million during the six months ended June 30, 2025. As of June 30, 2026 and December 31, 2025, Brett Icahn had investments in the Investment Funds with a total fair market value of $2 million and $4 million, respectively. We also entered into a guaranty agreement with an affiliate of Brett Icahn, pursuant to which we guaranteed the payment of certain amounts required to be distributed by the Investment Funds to such affiliate pursuant to the terms and conditions of the manager agreement.

4. Investments

Investments

Investments and securities sold, not yet purchased consist of equities, bonds, bank debt and other corporate obligations, all of which are reported at fair value in our condensed consolidated balance sheets. In addition, our Investment segment has certain derivative transactions which are discussed in Note 6, "Financial Instruments." The carrying value and detail by security type, including business sector for equity securities, with respect to investments and securities sold, not yet purchased held by our Investment segment consist of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Assets		
Investments:		
Equity securities:		
Communications	$ 142	$ 371
Consumer, cyclical	161	180
Energy	69	71
Utilities	59	622
Healthcare	58	99
Technology	8	—
Materials	339	288
Industrial	552	515
	$ 1,388	$ 2,146
Liabilities		
Securities sold, not yet purchased, at fair value:		
Equity securities:		
Energy	$ 882	$ 798
Utilities	51	525
Industrial	67	59
	$ 1,000	$ 1,382

The portion of unrealized gains and (losses) that related to securities still held by our Investment segment, primarily equity securities, were $149 million and $11 million for the three months ended June 30, 2026 and 2025, respectively, and $91 million and $(204) million for the six months ended June 30, 2026 and 2025, respectively.

Other Segments and Holding Company

With the exception of certain equity method investments at our operating subsidiaries and our Holding Company disclosed in the table below, our investments are measured at fair value in our condensed consolidated balance sheets.

The carrying value of investments held by our other segments and our Holding Company consist of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Equity method investments	$ 96	$ 91
Held to maturity debt investments measured at amortized cost	11	11
Other investments measured at fair value	3	3
	$ 110	$ 105

There were no unrealized gains and (losses) that related to equity securities still held by our other segments and Holding Company for each of the three and six months ended June 30, 2026 and 2025.

5. Fair Value Measurements

U.S. GAAP requires enhanced disclosures about assets and liabilities that are measured and reported at fair value and has established a hierarchal disclosure framework that prioritizes and ranks the level of market price observability used in measuring assets and liabilities at fair value. Market price observability is impacted by a number of factors, including the type of, and the characteristics specific to, the assets and liabilities. Assets and liabilities with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Assets and liabilities measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 – Quoted prices are available in active markets for identical assets and liabilities as of the reporting date.

Level 2 – Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies where all significant inputs are observable. The inputs and assumptions of our Level 2 assets and liabilities are derived from market observable sources including reported trades, broker/dealer quotes and other pertinent data.

Level 3 – Pricing inputs are unobservable for the assets and liabilities and include situations where there is little, if any, market activity for the assets and liabilities. The inputs into the determination of fair value require significant management judgment or estimation. Fair value is determined using comparable market transactions and other valuation methodologies, adjusted as appropriate for liquidity, credit, market and/or other risk factors.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and consideration of factors specific to the assets and liabilities. Significant transfers, if any, between the levels within the fair value hierarchy are recognized at the beginning of the reporting period when changes in circumstances require such transfers.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes the valuation of our assets and liabilities by the above fair value hierarchy levels measured on a recurring basis:

	June 30, 2026				December 31, 2025			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
				(in millions)				
Assets								
Investments (Note 4)	$ 1,388	$ —	$ 3	$ 1,391	$ 2,108	$ —	$ 41	$ 2,149
Derivative assets, net (Note 6)	—	—	—	—	—	7	—	7
	$ 1,388	$ —	$ 3	$ 1,391	$ 2,108	$ 7	$ 41	$ 2,156
Liabilities								
Securities sold, not yet purchased (Note 4)	$ 1,000	$ —	$ —	$ 1,000	$ 1,382	$ —	$ —	$ 1,382
Derivative liabilities, net (Note 6)	—	828	—	828	—	595	—	595
RFS obligations (Note 17)	—	408	—	408	—	72	—	72
	$ 1,000	$ 1,236	$ —	$ 2,236	$ 1,382	$ 667	$ —	$ 2,049

The changes in investments measured at fair value on a recurring basis for which we use Level 3 inputs to determine fair value are as follows:

	Six Months Ended June 30,	
	2026	2025
	(in millions)	
Balance at January 1	$ 41	$ 41
Transfer out of Level 3	(38)	—
Balance at June 30	$ 3	$ 41

During the six months ended June 30, 2026, our 39,277 shares of Enzon Series C Non-Convertible Redeemable Preferred Stock, par value $0.01 per share ("Enzon Series C Preferred Stock"), were converted in connection with the closing of the merger of Viskase and Enzon and transferred out of Level 3.

Refer to Note 1, "Description of Business," for discussion of the Viskase–Enzon merger.

Assets Measured at Fair Value on a Non-Recurring Basis for Which We Use Level 3 Inputs to Determine Fair Value

Real Estate

The related party loan receivable from TEB is collateral-dependent, as repayment is expected to be provided substantially through the planned sale of certain properties by TEB. As of June 30, 2026, management individually evaluated the related party loan for credit losses and determined that the expected credit losses on the loan receivable are not material due to significant collateral coverage and ongoing support of TEB by co-investors.

With respect to the preferred equity investment, subsequent accounting and disclosures should not reflect a fair value approach, as the fair value option was not elected and only utilized in determining the initial carrying value. As the transaction occurred in a prior period and is not subsequently measured at fair value nor reported in the statement of financial position at fair value (either in the current or prior periods), there is no requirement for nonrecurring fair value disclosures, and the disclosures are limited to those required under ASC 323.

6. Financial Instruments

Overview

Investment

In the normal course of business, the Investment Funds may trade various financial instruments and enter into certain investment activities, which may give rise to off-balance-sheet risks, with the objective of capital appreciation or as economic hedges against other securities or the market as a whole. The Investment Funds' investments may include futures, forwards, options, swaps and securities sold, not yet purchased. These financial instruments represent future commitments to purchase or sell other financial instruments or to exchange an amount of cash based on the change in an underlying instrument at specific terms at specified future dates. Risks arise with these financial instruments from potential counterparty non-performance and from changes in the market values of underlying instruments.

Credit concentrations may arise from investment activities and may be impacted by changes in economic, industry or political factors. The Investment Funds routinely execute transactions with counterparties in the financial services industry, resulting in credit concentration with respect to the financial services industry. In the ordinary course of business, the Investment Funds may also be subject to a concentration of credit risk to a particular counterparty. The Investment Funds seek to mitigate these risks by actively monitoring exposures, collateral requirements and the creditworthiness of their counterparties.

The Investment Funds have entered into various types of swap contracts with other counterparties. These agreements provide that they are entitled to receive or are obligated to pay in cash an amount equal to the increase or decrease in the value of the underlying shares, debt and other instruments that are the subject of the contracts, during the period from inception of the applicable agreement to its expiration. In addition, pursuant to the terms of such agreements, they are entitled to receive or obligated to pay other amounts, including interest, dividends and other distributions made in respect of the underlying shares, debt and other instruments during the specified time frame. They are also entitled to receive from or required to pay to the counterparty a floating interest rate equal to the product of the notional amount multiplied by an agreed-upon rate. They also receive interest on any cash collateral that they post to the counterparty and pay interest on any cash collateral posted by the counterparty at an agreed-upon rate.

The Investment Funds may trade futures contracts. A futures contract is a firm commitment to buy or sell a specified quantity of a standardized amount of a deliverable grade commodity, security, currency or cash at a specified price and specified future date unless the contract is closed before the delivery date. Payments (or variation margin) are made or received by the Investment Funds each day, depending on the daily fluctuations in the value of the contract, and the whole value change is recorded as an unrealized gain or loss by the Investment Funds. When the contract is closed, the Investment Funds record a realized gain or loss equal to the difference between the value of the contract at the time it was opened and the value at the time it was closed.

The Investment Funds may utilize forward contracts in securities, or to seek to protect their assets denominated in foreign currencies and precious metals holdings from losses due to fluctuations in foreign exchange rates and spot rates. The Investment Funds' exposure to credit risk associated with non-performance of such forward contracts is limited to the unrealized gains or losses inherent in such contracts, which are recognized in other assets and accrued expenses and other liabilities in our condensed consolidated balance sheets, and to the independent amount posted on such forward contracts pursuant to the margin requirements of the relevant agreement, which is recognized in restricted cash in our consolidated balance sheets.

The Investment Funds may also enter into foreign currency contracts for purposes other than hedging denominated securities. When entering into a foreign currency forward contract, the Investment Funds agree to receive or deliver a fixed quantity of foreign currency for an agreed-upon price on an agreed-upon future date unless the contract is closed before such date. The Investment Funds record unrealized gains or losses on the contracts as measured by the difference between the forward foreign exchange rates at the dates of entry into such contracts and the forward rates at the reporting date.

The Investment Funds may also purchase and write option contracts. As a writer of option contracts, the Investment Funds receive a premium at the outset and then bear the market risk of unfavorable changes in the price of the underlying financial instrument. As a result of writing option contracts, the Investment Funds are obligated to purchase or sell, at the holder's option, the underlying financial instrument. Accordingly, these transactions result in off-balance-sheet risk, as the Investment Funds' satisfaction of the obligations may exceed the amount recognized in our condensed consolidated balance sheets.

Certain terms of the Investment Funds' contracts with derivative counterparties, which are standard and customary to such contracts, contain certain triggering events that would give the counterparties the right to terminate the derivative instruments. In such events, the counterparties to the derivative instruments could request immediate payment on derivative instruments in net liability positions. There were no Investment Funds' derivative instruments with credit-risk-related contingent features in a liability position as of June 30, 2026 and December 31, 2025.

The following table summarizes the volume of our Investment segment's derivative activities based on their notional exposure, categorized by primary underlying risk:

	June 30, 2026		December 31, 2025	
	Long Notional Exposure	Short Notional Exposure	Long Notional Exposure	Short Notional Exposure
	(in millions)			
Primary underlying risk:				
Equity contracts	$ 844	$ 1,530	$ 1,499	$ 2,386
Commodity contracts	—	481	—	346

Certain derivative contracts executed by each of the Investment Funds with a single counterparty are reported on a net-by-counterparty basis where a legal right of offset exists under an enforceable netting agreement. Values for the derivative financial instruments, principally swaps, forwards, over-the-counter options and other conditional and exchange contracts, are reported on a net-by-counterparty basis.

The following table presents the fair values of our Investment segment's derivatives that are not designated as hedging instruments in accordance with U.S. GAAP:

	Derivative Assets		Derivative Liabilities	
	June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
	(in millions)			
Equity contracts	$ 13	$ 153	$ 603	$ 739
Credit contracts	—	—	—	—
Commodity contracts	6	1	141	10
Sub-total	19	154	744	749
Netting across contract types[1]	(19)	(154)	(19)	(154)
Total[1]	$ —	$ —	$ 725	$ 595

(1) Excludes netting of cash collateral received and posted. The total collateral posted at June 30, 2026 and December 31, 2025 was $1.0 billion and $1.0 billion, respectively, across all counterparties, which are included in cash held at consolidated affiliated partnerships and restricted cash in the condensed consolidated balance sheets.

The following table presents the amount of gain (loss) recognized in the condensed consolidated statements of operations for our Investment segment's derivatives not designated as hedging instruments:

	Gain (loss) Recognized in Income[1]			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions)			
Equity contracts	$ (302)	$ (109)	$ (258)	$ (261)
Credit contracts	—	2	—	3
Commodity contracts	(67)	(31)	(306)	(38)
	$ (369)	$ (138)	$ (564)	$ (296)

(1) Gains (losses) recognized on derivatives are classified in net (loss) gain from investment activities in our condensed consolidated statements of operations for our Investment segment.

Energy

CVR Energy's businesses are subject to fluctuations of commodity prices caused by supply and economic conditions, weather, interest rates, and other factors. To manage price risk on crude oil and other inventories and to fix margins on future sales and purchases, CVR Energy from time to time enters into various commodity derivative transactions and holds derivative instruments, such as futures and swaps, which it believes provide an economic hedge on future transactions, but such instruments are not designated as hedge instruments. CVR Energy may enter into forward purchase or sale contracts associated with its feedstocks, expected future gasoline and diesel production and/or renewable identification numbers ("RINs").

As of June 30, 2026 and December 31, 2025, CVR Energy had swap positions for crack spreads with net notional volumes of 8.2 million and 3.1 million barrels at each period, respectively. As of June 30, 2026 and December 31, 2025, CVR Energy had no barrels and 75 thousand barrels of futures contracts at each period, respectively. As of June 30, 2026 and December 31, 2025, CVR Energy had forward contracts of 324 thousand and 736 thousand barrels at each period, respectively. As of June 30, 2026, CVR Energy held offsetting forward crude and crack commodity buy and sell positions with net notional volumes of approximately 1.4 million and 0.5 million barrels, respectively. As of June 30, 2026, CVR Energy had open fixed-price commitments to purchase a net 20 million RINs. As of December 31, 2025, CVR Energy had open fixed-price commitments to purchase a net of 11 million RINs.

The following table presents the fair value of our Energy segment's derivatives and the effect of the collateral netting:

	Derivative Assets		Derivative Liabilities	
	June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
	(in millions)			
Commodity contracts	$ 16	$ 10	$ 160	$ 3
Netting across contract types[(1)]	(16)	(3)	(57)	(3)
Total[(1)]	$ —	$ 7	$ 103	$ —

(1) The netting of derivatives primarily related to initial margin requirements of $6 million and $5 million at June 30, 2026 and December 31, 2025, respectively, which was not offset against derivatives liabilities, net in the condensed consolidated balance sheets.

Certain derivative instruments within our Energy segment contain credit risk-related contingent provisions associated with our Energy segment's credit ratings. If our Energy segment's credit rating were to be downgraded below specified levels, counterparties could require our Energy segment to post additional collateral or to request immediate settlement of derivative instruments in a liability position. As of June 30, 2026, the aggregate fair value of derivative instruments in a gross liability position subject to these provisions was $159 million, for which our Energy segment has posted collateral of $47 million. Based on our Energy segment's derivative positions and collateral posted as of June 30, 2026, our Energy segment would not have been required to post additional collateral or settle its derivative liabilities if the credit-risk related contingent provisions had been triggered at that date.

Certain derivative instruments within our Energy segment are entered into with counterparties that qualify as secured hedging providers under our Energy segment's asset-based lending facility. Under the terms of the applicable derivative contracts, the counterparties' exposure is secured by the collateral package supporting the asset-based lending facility. Accordingly, our Energy segment generally is not required to post cash collateral or margin with respect to these derivative instruments.

Net (losses) gains recognized on derivatives for our Energy segment were $(75) million and $4 million for the three months ended June 30, 2026 and 2025, respectively, and $(257) million and $19 million for the six months ended June 30, 2026 and 2025, respectively, and are included in cost of goods sold on the condensed consolidated statements of operations.

7. Related Party Notes Receivable, Net

Related party notes receivable and its related allowance for expected credit losses consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Related party notes receivable, gross	$ 136	$ 129
Less: Allowance for expected credit losses	—	—
Related party notes receivable, net	$ 136	$ 129

There were no write-offs associated with related party notes receivable for the six months ended June 30, 2026. See Note 5, "Fair Value Measurements" for additional information related to the fair value of the related party notes receivable.

8. Inventories, Net

Inventories, net consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Raw materials	$ 323	$ 272
Work in process	106	95
Finished goods	549	478
	$ 978	$ 845

9. Goodwill and Intangible Assets, Net

Goodwill consists of the following:

	June 30, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Impairment	Net Carrying Value	Gross Carrying Amount	Accumulated Impairment	Net Carrying Value
			(in millions)			
Automotive	$ 337	$ (87)	$ 250	$ 337	$ (87)	$ 250
Food Packaging	6	—	6	6	—	6
Home Fashion	23	(3)	20	24	(3)	21
Pharma	13	—	13	13	—	13
	$ 379	$ (90)	$ 289	$ 380	$ (90)	$ 290

Intangible assets, net consists of the following:

	June 30, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
			(in millions)			
Definite-lived intangible assets:						
Customer relationships	$ 392	$ (280)	$ 112	$ 392	$ (271)	$ 121
Developed technology	254	(151)	103	254	(146)	108
Other	159	(117)	42	162	(115)	47
	$ 805	$ (548)	$ 257	$ 808	$ (532)	$ 276
Indefinite-lived intangible assets			$ 73			$ 73
Intangible assets, net			$ 330			$ 349

Amortization expense associated with definite-lived intangible assets was $10 million and $14 million for the three months ended June 30, 2026 and 2025, respectively, and $19 million and $28 million for the six months ended June 30, 2026 and 2025, respectively.

We utilize the straight-line method of amortization, recognized over the estimated useful lives of the assets.

10. Leases

All Segments and Holding Company

We have operating and finance leases primarily within our Automotive, Energy and Food Packaging segments. Our Automotive segment leases assets, primarily real estate (operating) and vehicles (financing). Our Energy segment leases certain pipelines, storage tanks, railcars, office space, land and equipment (operating and financing). Our Food Packaging segment leases assets, primarily real estate, equipment and vehicles (primarily operating). Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. Right-of-use assets and related liabilities are recorded on the balance sheet for leases with an initial lease term in excess of twelve months and therefore, do not include any lease arrangements with initial lease terms of twelve months or less.

Right-of-use assets and lease liabilities are as follows:

	June 30, 2026	December 31, 2025
	(in millions)	
Operating Leases:		
Right-of-use assets (other assets)	$ 447	$ 476
Lease liabilities (accrued expenses and other liabilities)	450	484
Financing Leases:		
Right-of-use assets (property, plant and equipment, net)	77	79
Lease liabilities (debt)	86	88

Additional information with respect to our operating leases as of June 30, 2026 and December 31, 2025 is presented below. The lease terms and discount rates for our Energy, Automotive and Food Packaging segments represent weighted averages based on their respective lease liability balances.

Operating Leases as of June 30, 2026	Right-Of-Use Assets	Lease Liabilities	Lease Term	Discount Rate
	(in millions)			
Energy	$ 66	$ 61	4.9 years	8.3%
Automotive	341	353	5.0 years	5.9%
Food Packaging	18	20	7.6 years	7.5%
Other segments and Holding Company	22	16		
	$ 447	$ 450		

Operating Leases as of December 31, 2025	Right-Of-Use Assets	Lease Liabilities	Lease Term	Discount Rate
	(in millions)			
Energy	$ 69	$ 64	5.1 years	8.1%
Automotive	363	380	5.0 years	5.9%
Food Packaging	20	22	7.6 years	7.5%
Other segments and Holding Company	24	18		
	$ 476	$ 484		

For the three months ended June 30, 2026 and 2025, lease cost was comprised of (i) operating lease cost of $47 million and $45 million, respectively, (ii) amortization of financing lease right-of-use assets of $2 million and $3 million, respectively, and (iii) interest expense on financing lease liabilities of $2 million and $4 million, respectively. For the six months ended June 30, 2026 and 2025, lease cost was comprised of (i) operating lease cost of $93 million and $89 million, respectively, (ii) amortization of financing lease right-of-use assets of $5 million and $5 million, respectively, and (iii) interest expense on financing lease liabilities of $4 million and $5 million, respectively.

Our Automotive segment accounted for $60 million and $67 million of total lease cost for each of the six months ended June 30, 2026 and 2025, respectively.

Lessor Arrangements

Automotive

Our Automotive segment leases available and excess real estate in certain locations under long-term operating leases. Our Automotive segment's revenues from operating leases were $12 million and $8 million for the three months ended June 30, 2026 and 2025, respectively, and $17 million and $22 million for the six months ended June 30, 2026 and 2025, respectively. Revenues from operating leases are included in other revenue from operations in the condensed consolidated statements of operations. Our Automotive segment's expenses from operating leases including variable lease costs were $16 million and $22 million for the three months ended June 30, 2026 and 2025, respectively, and $32 million and $46 million for the six months ended June 30, 2026 and 2025, respectively. Expenses from operating leases are included in other expenses from operations in the condensed consolidated statements of operations.

Real Estate

Our Real Estate segment leases real estate, primarily commercial properties under long-term operating leases. As of June 30, 2026 and December 31, 2025, our Real Estate segment had assets leased to others included in property, plant and equipment of $501 million and $484 million, respectively, net of accumulated depreciation. Our Real Estate segment's revenues from operating leases were $9 million and $2 million for the three months ended June 30, 2026 and 2025, respectively, and $16 million and $5 million for the six months ended June 30, 2026 and 2025, respectively. Revenues from operating leases are included in other revenue from operations in the condensed consolidated statements of operations. Our Real Estate segment's expenses from operating leases including variable lease costs were $14 million and $7 million for the three months ended June 30, 2026 and 2025, respectively, and $28 million and $14 million for the six months ended June 30, 2026 and 2025, respectively. Expenses from operating leases are included in other expenses from operations in the condensed consolidated statements of operations.

11. Debt

Debt consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Holding Company:		
6.250% senior notes due 2026	$ —	$ 240
5.250% senior notes due 2027	1,383	1,383
4.375% senior notes due 2029	657	657
9.750% senior notes due 2029	699	699
10.000% senior notes due 2029	989	988
9.000% senior notes due 2030	698	697
	4,426	4,664
Reporting Segments:		
Energy	1,783	1,765
Automotive	25	21
Food Packaging	129	142
Real Estate	1	1
Home Fashion	25	23
	1,963	1,952
Total Debt	$ 6,389	$ 6,616

Holding Company

Holding Company debt is net of unamortized discounts, premiums, debt issuance costs and notes held in treasury.

In February 2026, we redeemed all outstanding 6.250% senior notes due 2026, at par, using cash on hand.

Energy

In February 2026, CVR Energy completed the issuance of $1 billion aggregate principal amount of senior notes, consisting of $600 million of 7.50% senior notes due February 2031 and $400 million of 7.875% senior notes due February 2034. The proceeds from the issuance of these notes were used to (i) fund the redemption in full of CVR Energy's existing $600 million in aggregate principal amount of 8.50% senior unsecured notes due 2029 at a redemption price equal to 104.25% of the principal amount in February 2026, resulting in a $28 million loss on extinguishment of debt in the six months ended June 30, 2026, (ii) fund the partial redemption of $217 million of CVR Energy's existing $400 million in aggregate principal amount of 5.75% senior unsecured notes due 2028 at par in February 2026, resulting in a less than $1 million loss on extinguishment of debt in the six months ended June 30, 2026, and (iii) repay the aggregate principal balance of CVR Energy's senior secured term loan facility, resulting in a $3 million loss on extinguishment of debt in the six months ended June 30, 2026.

In February 2026, CVR Energy and certain of its subsidiaries entered into Amendment No. 5 (the "CVR Energy ABL Amendment") to the Amended and Restated ABL Credit Agreement (the "CVR Energy ABL") with a group of lenders and Wells Fargo Bank, National Association, a national banking association, as administrative agent, collateral agent and a lender. The CVR Energy ABL Amendment amended the CVR Energy ABL, dated December 20, 2012, to, among other things, (i) increase the aggregate principal amount available under the CVR Energy ABL from $345 million to $550 million, which commitments may be further increased up to $700 million in accordance with the CVR Energy ABL Amendment, (ii) extend the maturity date by an additional three years from June 30, 2027 to February 12, 2031, and (iii) make certain amendments to the borrowing base calculation and negative covenants.

As of June 30, 2026, total availability under the CVR Energy ABL and CVR Partners' ABL Credit Agreement (the "CVR Partners ABL") aggregated to $590 million. The CVR Energy ABL had $10 million of letters of credit outstanding as of June 30, 2026. The CVR Energy ABL matures on February 12, 2031, and the CVR Partners ABL matures on September 26, 2028.

Covenants

We and all of our subsidiaries are currently in compliance with all covenants and restrictions as described in the various executed agreements and contracts with respect to each debt instrument. These covenants include limitations on indebtedness, liens, investments, acquisitions, asset sales, dividends and other restricted payments and affiliate and extraordinary transactions.

Non-Cash Charges to Interest Expense

The amortization of deferred financing costs and debt discounts and premiums included in interest expense in the condensed consolidated statements of operations were $2 million and $2 million for the three months ended June 30, 2026 and 2025, respectively, and ($28) million and $3 million for the six months ended June 30, 2026 and 2025, respectively.

12. Net Income (Loss) Per LP Unit

The components of the computation of basic and diluted income (loss) per LP unit of Icahn Enterprises are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions, except per unit amounts)			
Net income (loss) attributable to Icahn Enterprises	$ (355)	$ (165)	$ (814)	$ (587)
Net income (loss) attributable to Icahn Enterprises allocated to limited partners (98.01% allocation)	$ (348)	$ (162)	$ (798)	$ (576)
Basic and diluted income (loss) per LP unit:	$ (0.52)	$ (0.30)	$ (1.22)	$ (1.08)
Basic and diluted weighted average LP units outstanding [(1)]	669	545	653	534

(1) Excludes an immaterial amount of unvested RSU awards during the three months ended June 30, 2026 and 2025.

LP Unit Transactions

Unit Distributions

On February 23, 2026, we declared a quarterly distribution in the amount of $0.50 per depositary unit, in which each depositary unitholder had the option to make an election to receive either cash or additional depositary units, payable April 15, 2026. In April 2026, we distributed 34,841,101 depositary units to unitholders who did not elect to receive cash, of which 32,536,774 depositary units were distributed to Mr. Icahn and his affiliates. In connection with these distributions, aggregate cash distributions to all depositary unitholders that made a timely election to receive cash was $51 million, of which $25 million was distributed to Mr. Icahn and his affiliates in April 2026.

On May 4, 2026, we declared a quarterly distribution in the amount of $0.50 per depositary unit in which each depositary unitholder had the option to make an election to receive either cash or additional depositary units, payable June 25, 2026. In June 2026, we distributed 38,864,540 depositary units to unitholders who did not elect to receive cash, of which 36,456,030 depositary units were distributed to Mr. Icahn and his affiliates. In connection with these distributions, aggregate cash distributions to all depositary unitholders that made a timely election to receive cash was $52 million, of which $25 million was distributed to Mr. Icahn and his affiliates in June 2026.

At-The-Market Offerings

From time to time Icahn Enterprises enters into open market sale agreements providing for the sale of depositary units under its ongoing “at-the-market” offering program. As of June 30, 2026, Icahn Enterprises may sell depositary units for up to an additional $363 million in aggregate gross proceeds pursuant to the open market sale agreement entered into on August 26, 2024 (the “2024 Open Market Sale Agreement”). No assurance can be made that any or all amounts will be sold during the term of the agreement, and we have no obligation to sell additional depositary units under the 2024 Open Market Sale Agreement. Depending on market conditions, we may continue to sell depositary units under the 2024 Open Market Sale Agreement, and, if appropriate, enter into a new open market sale agreement to continue our “at-the-market” sales program once we have sold the full amount of our existing 2024 Open Market Sale Agreement. Our ability to access remaining capital under our “at-the-market” program may be limited by market conditions at the time of any future potential sale. There can be no assurance that any future capital will be available on acceptable terms or at all under this program.

Repurchase Authorization

On May 9, 2023, the Board of Directors of Icahn Enterprises GP (the “Board”) approved a repurchase program which authorizes Icahn Enterprises or affiliates of Icahn Enterprises to repurchase up to an aggregate of $500 million worth of any of our outstanding fixed-rate senior notes issued by Icahn Enterprises and Icahn Enterprises Finance Corp. and up to an aggregate of $500 million worth of the depositary units issued by Icahn Enterprises (the “Repurchase Program”), in each case subject to restrictions on use of our cash contained in the indentures governing our indebtedness. The repurchases of senior notes or depositary units may be done for cash from time to time in the open market, through tender offers or in privately negotiated transactions upon such terms and at such prices as management may determine. The authorization of the Repurchase Program is for an indefinite term and does not expire until later terminated by the Board. On November 6, 2024, the Board re-approved the Repurchase Program, and, pursuant to the re-approved Repurchase Program, we were reauthorized to repurchase up to $500 million worth of our outstanding fixed-rate senior notes. During the six months ended June 30, 2026, the Company did not repurchase any of the Company’s depositary units or fixed-rate senior notes under the Repurchase Program. Repurchased notes are extinguished but not retired when held in treasury. We remain authorized to repurchase up to $450 million of our senior notes and up to $500 million of our outstanding depositary units, in each case subject to restrictions on use of our cash contained in the indentures governing our indebtedness.

13. Segment Reporting

We report segment information based on the various industries in which our businesses operate and how we manage those businesses in accordance with our investment strategies, which may include: identifying and acquiring undervalued assets and businesses, often through the purchase of distressed securities; increasing value through management, financial or other operational changes; and managing complex legal, regulatory or financial issues, which may include bankruptcy or insolvency, environmental, zoning, permitting and licensing issues. Therefore, although many of our businesses are operated under separate local management, certain of our businesses are grouped together when they operate within a similar industry, comprising similarities in products, customers, production processes and regulatory environments, and when such businesses, when considered together, may be managed in accordance with one or more investment strategies specific to those businesses.

Our reportable segments reflect the way the Company is managed, and for which separate financial information is available and evaluated regularly by the Company’s Chief Operating Decision Maker (“CODM”) in deciding how to allocate resources and assess performance. The Chairman of the Board, who is our CODM, reviews financial information for each segment and evaluates the results in relation to our broader business strategies. Accordingly, segment operating results are assessed based on net income from continuing operations attributable to Icahn Enterprises. Assets provided to the CODM are consistent with those reported in the condensed consolidated balance sheets, and there are no intra-entity sales or transfers, or significant expense categories regularly reviewed by the CODM beyond those disclosed in the condensed consolidated statements of operations.

Condensed Statements of Operations

	Three Months Ended June 30, 2026								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
					(in millions)				
Revenues:									
Net sales	$ —	$ 2,738	$ 199	$ 90	$ —	$ 39	$ 15	$ —	$ 3,081
Other revenues from operations	—	—	154	—	19	—	2	—	175
Net loss from investment activities	(334)	—	—	—	—	—	—	—	(334)
Interest and dividend income	31	6	—	—	5	—	—	7	49
(Loss) gain on disposition of assets, net	—	(2)	1	—	—	—	—	—	(1)
Other income (loss), net	—	3	—	—	3	(1)	—	—	5
	(303)	2,745	354	90	27	38	17	7	2,975
Expenses:									
Cost of goods sold	—	2,632	135	78	—	29	9	—	2,883
Other expenses from operations	—	—	124	—	23	—	—	—	147
Dividend expense	5	—	—	—	—	—	—	—	5
Selling, general and administrative	2	41	109	13	5	11	14	8	203
Restructuring, net	—	—	—	1	—	—	1	—	2
Interest expense	2	32	—	3	—	—	—	84	121
	9	2,705	368	95	28	40	24	92	3,361
(Loss) income before income tax benefit	(312)	40	(14)	(5)	(1)	(2)	(7)	(85)	(386)
Income tax (expense) benefit	—	(6)	4	(1)	—	—	—	1	(2)
Net (loss) income	(312)	34	(10)	(6)	(1)	(2)	(7)	(84)	(388)
Less: net (loss) income attributable to non-controlling interests	(74)	41	—	—	—	—	—	—	(33)
Net loss attributable to Icahn Enterprises	$ (238)	$ (7)	$ (10)	$ (6)	$ (1)	$ (2)	$ (7)	$ (84)	$ (355)
Supplemental information:									
Capital expenditures	$ —	$ 43	$ 21	$ 7	$ 9	$ —	$ —	$ —	$ 80
Depreciation and amortization	$ —	$ 95	$ 12	$ 5	$ 8	$ 2	$ 2	$ —	$ 124

	Three Months Ended June 30, 2025								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
					(in millions)				
Revenues:									
Net sales	$ —	$ 1,761	$ 209	$ 97	$ 1	$ 42	$ 33	$ —	$ 2,143
Other revenues from operations	—	—	154	—	17	—	1	—	172
Net loss from investment activities	(74)	—	—	—	—	—	—	—	(74)
Interest and dividend income	46	6	1	—	—	—	1	15	69
Gain (loss) on disposition of assets, net	—	1	(2)	—	48	—	—	—	47
Other income, net	8	1	—	—	1	—	(1)	3	12
	(20)	1,769	362	97	67	42	34	18	2,369
Expenses:									
Cost of goods sold	—	1,839	144	85	1	33	16	—	2,118
Other expenses from operations	—	—	137	—	17	—	—	—	154
Dividend expense	7	—	—	—	—	—	—	—	7
Selling, general and administrative	3	42	113	13	6	10	14	6	207
Impairment	—	—	—	2	—	—	—	—	2
Restructuring, net	—	—	—	(2)	—	—	—	—	(2)
Interest expense	4	36	1	3	—	1	—	84	129
	14	1,917	395	101	24	44	30	90	2,615
(Loss) income before income tax (expense) benefit	(34)	(148)	(33)	(4)	43	(2)	4	(72)	(246)
Income tax benefit (expense)	—	46	8	1	—	—	—	(10)	45
Net (loss) income	(34)	(102)	(25)	(3)	43	(2)	4	(82)	(201)
Less: net (loss) income attributable to non-controlling interests	(18)	(18)	—	—	—	—	—	—	(36)
Net (loss) income attributable to Icahn Enterprises	$ (16)	$ (84)	$ (25)	$ (3)	$ 43	$ (2)	$ 4	$ (82)	$ (165)
Supplemental information:									
Capital expenditures	$ —	$ 41	$ 22	$ 9	$ 21	$ 3	$ —	$ —	$ 96
Depreciation and amortization	$ —	$ 94	$ 17	$ 5	$ 7	$ 2	$ 7	$ —	$ 132

	Six Months Ended June 30, 2026								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
	(in millions)								
Revenues:									
Net sales	$ —	$ 4,718	$ 386	$ 177	$ 3	$ 78	$ 30	$ —	$ 5,392
Other revenues from operations	—	—	296	—	37	—	3	—	336
Net loss from investment activities	(634)	—	—	—	—	—	—	(2)	(636)
Interest and dividend income	62	11	—	—	9	—	—	14	96
Loss on disposition of assets, net	—	(3)	—	—	—	—	—	—	(3)
Other (loss) income, net	—	(14)	—	1	10	(1)	—	—	(4)
	(572)	4,712	682	178	59	77	33	12	5,181
Expenses:									
Cost of goods sold	—	4,727	258	156	3	61	18	—	5,223
Other expenses from operations	—	—	246	—	42	—	—	—	288
Dividend expense	10	—	—	—	—	—	—	—	10
Selling, general and administrative	6	88	218	26	10	21	28	15	412
Restructuring, net	—	—	—	1	—	—	1	—	2
Interest expense	3	63	1	6	—	1	—	170	244
	19	4,878	723	189	55	83	47	185	6,179
(Loss) income before income tax benefit	(591)	(166)	(41)	(11)	4	(6)	(14)	(173)	(998)
Income tax benefit (expense)	—	27	11	(2)	—	—	—	11	47
Net (loss) income	(591)	(139)	(30)	(13)	4	(6)	(14)	(162)	(951)
Less: net (loss) income attributable to non-controlling interests	(143)	7	—	(1)	—	—	—	—	(137)
Net (loss) income attributable to Icahn Enterprises	$ (448)	$ (146)	$ (30)	$ (12)	$ 4	$ (6)	$ (14)	$ (162)	$ (814)
Supplemental information:									
Capital expenditures	$ —	$ 90	$ 68	$ 16	$ 19	$ 1	$ —	$ —	$ 194
Depreciation and amortization	$ —	$ 191	$ 24	$ 9	$ 16	$ 3	$ 4	$ —	$ 247

	Six Months Ended June 30, 2025								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
	(in millions)								
Revenues:									
Net sales	$ —	$ 3,407	$ 407	$ 191	$ 1	$ 83	$ 56	$ —	$ 4,145
Other revenues from operations	—	—	305	—	34	—	1	—	340
Net loss from investment activities	(468)	—	—	—	—	—	—	—	(468)
Interest and dividend income	101	16	2	—	—	—	1	32	152
(Loss) gain on disposition of assets, net	—	—	(4)	—	48	—	—	—	44
Other income (loss), net	15	3	—	2	1	(1)	—	3	23
	(352)	3,426	710	193	84	82	58	35	4,236
Expenses:									
Cost of goods sold	—	3,587	288	165	1	64	29	—	4,134
Other expenses from operations	—	—	272	—	33	—	—	—	305
Dividend expense	15	—	—	—	—	—	—	—	15
Selling, general and administrative	7	86	218	25	11	21	27	13	408
Impairment	—	—	—	12	—	—	—	—	12
Restructuring, net	—	—	—	5	—	—	—	—	5
Interest expense	10	71	2	6	—	1	—	167	257
	32	3,744	780	213	45	86	56	180	5,136
(Loss) income before income tax (expense) benefit	(384)	(318)	(70)	(20)	39	(4)	2	(145)	(900)
Income tax benefit (expense)	—	99	18	3	—	—	—	(1)	119
Net (loss) income	(384)	(219)	(52)	(17)	39	(4)	2	(146)	(781)
Less: net (loss) income attributable to non-controlling interests	(144)	(49)	—	(1)	—	—	—	—	(194)
Net (loss) income attributable to Icahn Enterprises	$ (240)	$ (170)	$ (52)	$ (16)	$ 39	$ (4)	$ 2	$ (146)	$ (587)
Supplemental information:									
Capital expenditures	$ —	$ 92	$ 46	$ 16	$ 25	$ 5	$ —	$ —	$ 184
Depreciation and amortization	$ —	$ 178	$ 34	$ 10	$ 11	$ 3	$ 14	$ —	$ 250

Disaggregation of Revenue

In addition to the condensed statements of operations by reporting segment above, we provide additional disaggregated revenue information for our Energy and Automotive segments below.

Energy

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
	(in millions)			
Petroleum products	$ 2,536	$ 1,558	4,336	$ 3,033
Nitrogen fertilizer products	202	167	382	310
Other	—	36	—	64
	$ 2,738	$ 1,761	$ 4,718	$ 3,407

Automotive

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
	(in millions)			
Automotive Services	$ 341	$ 355	$ 665	$ 688
Other	—	—	—	2
Total revenue from customers	$ 341	$ 355	665	690
Lease revenue outside the scope of ASC 606	12	8	17	22
Total Automotive net sales and other revenues from operations	$ 353	$ 363	$ 682	$ 712

Condensed Balance Sheets

	June 30, 2026								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
					(in millions)				
ASSETS									
Cash and cash equivalents	$ 13	$ 737	$ 24	$ 8	$ 34	$ 2	$ 22	$ 381	$ 1,221
Cash held at consolidated affiliated partnerships and restricted cash	1,790	—	10	—	2	2	—	167	1,971
Investments	1,388	12	—	—	98	—	—	—	1,498
Accounts receivable, net	—	327	29	67	13	27	25	—	488
Related party note receivable	—	—	—	—	136	—	—	—	136
Inventories, net	—	603	161	105	—	86	23	—	978
Property, plant and equipment, net	—	2,282	366	148	765	52	—	3	3,616
Goodwill and intangible assets, net	—	130	312	20	—	20	137	—	619
Other assets	1,132	378	388	80	109	22	9	245	2,363
Total assets	$ 4,323	$ 4,469	$ 1,290	$ 428	$ 1,157	$ 211	$ 216	$ 796	$ 12,890
LIABILITIES AND EQUITY									
Accounts payable, accrued expenses and other liabilities	$ 752	$ 1,578	$ 711	$ 110	$ 28	$ 38	$ 63	$ 75	$ 3,355
Securities sold, not yet purchased, at fair value	1,000	—	—	—	—	—	—	—	1,000
Debt	—	1,783	25	129	1	25	—	4,426	6,389
Total liabilities	1,752	3,361	736	239	29	63	63	4,501	10,744
Equity attributable to Icahn Enterprises	1,978	575	554	178	1,128	148	153	(3,705)	1,009
Equity attributable to non-controlling interests	593	533	—	11	—	—	—	—	1,137
Total equity	2,571	1,108	554	189	1,128	148	153	(3,705)	2,146
Total liabilities and equity	$ 4,323	$ 4,469	$ 1,290	$ 428	$ 1,157	$ 211	$ 216	$ 796	$ 12,890

	December 31, 2025								
	Investment	Energy	Automotive	Food Packaging	Real Estate	Home Fashion	Pharma	Holding Company	Consolidated
					(in millions)				
ASSETS									
Cash and cash equivalents	$ 16	$ 511	$ 14	$ 9	$ 31	$ 4	$ 26	$ 839	$ 1,450
Cash held at consolidated affiliated partnerships and restricted cash	1,788	—	8	—	—	3	—	170	1,969
Investments	2,146	17	—	—	88	—	—	—	2,251
Accounts receivable, net	—	235	25	60	10	27	36	—	393
Related party notes receivable, net	—	—	—	—	129	—	—	—	129
Inventories, net	—	472	165	97	—	87	24	—	845
Property, plant and equipment, net	—	2,333	351	141	787	55	—	3	3,670
Goodwill and intangible assets, net	—	139	316	21	—	21	142	—	639
Other assets	1,661	422	369	79	79	15	8	236	2,869
Total assets	$ 5,611	$ 4,129	$ 1,248	$ 407	$ 1,124	$ 212	$ 236	$ 1,248	$ 14,215
LIABILITIES AND EQUITY									
Accounts payable, accrued expenses and other liabilities	$ 606	$ 1,079	$ 772	$ 117	$ 32	$ 34	$ 67	$ 84	$ 2,791
Securities sold, not yet purchased, at fair value	1,382	—	—	—	—	—	—	—	1,382
Debt	—	1,765	21	142	1	23	—	4,664	6,616
Total liabilities	1,988	2,844	793	259	33	57	67	4,748	10,789
Equity attributable to Icahn Enterprises	2,711	722	455	139	1,091	155	169	(3,500)	1,942
Equity attributable to non-controlling interests	912	563	—	9	—	—	—	—	1,484
Total equity	3,623	1,285	455	148	1,091	155	169	(3,500)	3,426
Total liabilities and equity	$ 5,611	$ 4,129	$ 1,248	$ 407	$ 1,124	$ 212	$ 236	$ 1,248	$ 14,215

14. Income Taxes

For the three months ended June 30, 2026, we recorded an income tax expense of $2 million on pre-tax loss of $386 million compared to an income tax benefit of $45 million on pre-tax loss of $246 million for the three months ended June 30, 2025. Our effective income tax rate was (0.5%) and 17.5% for the three months ended June 30, 2026 and 2025, respectively.

For the three months ended June 30, 2026, the effective tax rate was lower than the statutory federal rate of 21%, for corporations, primarily due to partnership loss for which there was no tax benefit as such loss is allocated to the partners, changes in pre-tax earnings attributable to noncontrolling interests and changes in valuation allowances. For the three months ended June 30, 2025, the effective tax rate was lower than the statutory federal rate of 21%, for corporations, primarily due to changes in the valuation allowance and from partnership loss for which there was no tax benefit as such loss is allocated to the partners.

For the six months ended June 30, 2026, we recorded an income tax benefit of $47 million on pre-tax loss of $998 million compared to an income tax benefit of $119 million on pre-tax loss of $900 million for the six months ended June 30, 2025. Our effective income tax rate was 4.7% and 13.0% for the six months ended June 30, 2026 and 2025, respectively.

For the six months ended June 30, 2026, the effective tax rate was lower than the statutory federal rate of 21%, for corporations, primarily due to partnership loss for which there was no tax benefit as such loss is allocated to the partners, changes in pre-tax earnings attributable to noncontrolling interests and changes in valuation allowances. For the six months ended June 30, 2025, the effective tax rate was lower than the statutory federal rate of 21%, for corporations, primarily due to changes in the valuation allowance and from partnership loss for which there was no tax benefit as such loss is allocated to the partners.

15. Changes in Accumulated Other Comprehensive Loss

Changes in accumulated other comprehensive loss consists of the following:

	Translation Adjustments, Net of Tax	Post-Retirement Benefits, Net of Tax	Total
		(in millions)	
Balance, December 31, 2025	$ (31)	$ (18)	$ (49)
Other comprehensive loss before reclassifications, net of tax	(4)	—	(4)
Other comprehensive loss, net of tax	(4)	—	(4)
Balance, June 30, 2026	$ (35)	$ (18)	$ (53)

16. Other Income, Net

Other income, net consists of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
		(in millions)		
Equity earnings from non-consolidated affiliates	$ 4	$ 1	$ 12	$ 2
Foreign currency transaction (loss) gain	(1)	(1)	1	1
Loss on extinguishment of debt, net	—	3	(32)	3
Other	2	9	15	17
	$ 5	$ 12	$ (4)	$ 23

17. Commitments and Contingencies

Environmental Matters

Due to the nature of our business, certain of our subsidiaries' operations are subject to numerous existing and proposed laws and governmental regulations designed to protect human health and safety and the environment, particularly regarding plant wastes and emissions and solid waste disposal. We do not believe that environmental matters will have a material adverse impact on our consolidated results of operations and financial condition.

Energy

Call Option Coverage Cases – The appeal filed by CVR Energy and certain of its affiliates (the "Call Defendants") of the summary judgment granted in Texas state court (the "Texas Suit") in favor of certain of CVR Energy's primary and excess insurers (the "Insurers") relating to the August 2022 settlement (the "Settlement") of the consolidated lawsuits filed by purported former unitholders of CVR Refining on behalf of themselves and an alleged class of similarly situated unitholders relating to CVR Energy's exercise of the call option under the CVR Refining Amended and Restated Agreement of Limited Partnership, remains pending before an appellate court in Texas. In May 2026 in the action filed by the Call Defendants in Delaware against the Insurers seeking recovery of all amounts paid in connection with the Settlement (the "Delaware Suit"), the court lifted the previously issued stay for 60 days in advance of a hearing on the Call Defendants' motion to amend its complaint and other motions. While both cases remain pending, CVR Energy does not expect the outcome of these lawsuits to have a material adverse impact on CVR Energy's financial position, results of operations, or cash flows.

RFS Disputes – In July 2026, Wynnewood Refining Company, LLC ("WRC") along with multiple other parties filed opening briefs with the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") in the consolidated actions challenging the EPA's August 2025 decision on multiple pending petitions for small refinery exemptions ("SREs") including but not limited to those filed by WRC (the "August 2025 SRE Decisions"). Numerous refiners, including CRRN and WRC, biofuels groups and others filed petitions for review of the 2026/2027 RFS Final Rule in the D.C. Circuit, which petitions remain pending and in their early stages. The EPA has failed to rule on WRC's SRE petition for the 2025 compliance period filed by WRC in July 2025, despite the EPA's legal obligation to rule on such petition within ninety days. WRC continues to evaluate any actions WRC may take relating to its 2025 SRE petition should the EPA fail to rule, or adversely rule, on WRC's 2025 SRE petition.

Given the early stage of these matters, CVR Energy is currently unable to estimate the potential impact on WRC's past, current, and future obligations under the Renewable Fuel Standard ("RFS") or on CVR Energy's financial position, results of operations, or cash flows; however, such impact could be material.

The costs to comply with the RFS obligations through the purchase of RINs, to the extent not otherwise reduced through the blending of ethanol, biodiesel, or renewable diesel, are included in cost of goods sold in the consolidated statements of operations. At each reporting period, to the extent RINs purchased or generated through blending are less than the RFS obligation (excluding the impact of exemptions or waivers to which CVR Energy's obligated-party subsidiaries may be entitled), the remaining obligation is valued using period-end RIN market prices for the applicable or nearest vintage year. As of June 30, 2026 and December 31, 2025, CVR Energy's obligated-party subsidiaries' RFS liability was $408 million and $72 million, respectively, and is included in accrued expenses and other liabilities in the condensed consolidated balance sheets.

45Q Transaction

In January 2023, CVR Energy and its obligated-party subsidiaries entered into a joint venture and related agreements with unaffiliated third-party investors and others intended to qualify for certain tax credits available under Section 45Q of the Internal Revenue Code. Under the agreements entered into in connection with the 45Q Transaction, CVR Partners and certain of its subsidiaries are obligated to meet certain minimum quantities of carbon dioxide supply each year during the term of the agreement and is subject to fees of up to $15 million per year, with an overall cap at $45 million, should it fail to perform.

Litigation

From time to time, we and our subsidiaries are involved in various lawsuits arising in the normal course of business. We do not believe that such normal routine litigation will have a material effect on our financial condition or results of operations. See the matters described under the caption “Other” below. Recent developments since the last periodic report of the Company are discussed below.

Energy

Guaranty Dispute – All deadlines in the 2024 and 2025 actions filed by one of CVR Energy’s subsidiaries in the Superior Court of the State of Delaware disputing the validity of an alleged 1993 guaranty (the “Guaranty Dispute”) asserted by Exxon Mobil Corporation (“XOM”) to obligate WRC to defend and indemnify XOM against multiple claims and lawsuits asserted against XOM between 2018 and 2025 arising from alleged contamination from historical oil wells and gas operations in Louisiana have been stayed until September 2026 while the parties continue to engage in mediation activities. While WRC continues to dispute the validity of the guaranty, if these matters are ultimately concluded in a manner adverse to CVR Energy, they could have a material adverse effect on CVR Energy’s financial position, results of operations, or cash flows.

CRNF Ammonia Release – Multiple lawsuits filed against CVR Energy, CVR Partners and certain of their subsidiaries (collectively, the “Ammonia Defendants”) alleging personal injury and related damages arising from an October 2025 ammonia release at the nitrogen fertilizer facility in Coffeyville, Kansas, have been consolidated in Texas state court in Fort Bend County, and discovery is ongoing. The Ammonia Defendants asserted counterclaims in the related declaratory judgment action filed in Kansas state court, in which an insurer seeks a determination that it has no duty to defend or indemnify the Ammonia Defendants in connection with certain of the underlying claims. As these matters are in the preliminary stages, CVR Energy cannot yet determine whether they will have a material adverse effect on its financial position, results of operations, or cash flows.

Kansas Environmental Claims – In July 2026, the United States District Court for the District of Kansas dismissed the medical monitoring claim asserted against CVR Energy, CVR Partners and certain of their affiliates (collectively, the "Kansas Defendants") by three residents of Coffeyville and a purported class of similarly situated persons; discovery is ongoing with respect to the remaining claims seeking compensatory and punitive damages and a court-supervised medical monitoring program, arising from alleged emissions from operations at the Coffeyville Refinery and the Coffeyville Fertilizer Facility. While this matter is in its early stages, if ultimately concluded in a manner adverse to the Kansas Defendants, it could have a material adverse effect on CVR Energy’s financial position, results of operations, or cash flows.

Other Matters

Pension Obligations

Mr. Icahn, through certain affiliates, owns 100% of Icahn Enterprises GP and approximately 87% of Icahn Enterprises’ outstanding depositary units as of June 30, 2026. Applicable pension and tax laws make each member of a “controlled group” of entities, generally defined as entities in which there is at least an 80% common ownership interest, jointly and severally liable for certain pension plan obligations of any member of the controlled group. These pension obligations include ongoing contributions to fund the plan, as well as liability for any unfunded liabilities that may exist at the time the plan is terminated. In addition, the failure to pay these pension obligations when due may result in the creation of liens in favor of the pension plan or the Pension Benefit Guaranty Corporation (the “PBGC”) against the assets of each member of the controlled group.

As a result of the more than 80% ownership interest in us by Mr. Icahn’s affiliates, we and our subsidiaries are subject to the pension liabilities of entities in which Mr. Icahn has a direct or indirect ownership interest of at least 80%, which include the liabilities of a pension plan sponsored by Viskase. All the minimum funding requirements of the Internal Revenue Code, as amended, and the Employee Retirement Income Security Act of 1974, as amended, for the Viskase plan have been met as of June 30, 2026. If the plan was voluntarily terminated, it would be underfunded by approximately $18 million as of June 30, 2026. These results are based on the most recent information provided by the plan’s actuary. This liability could increase or decrease, depending on a number of factors, including future changes in benefits, investment returns, and the assumptions used to calculate the liability. As members of the controlled group, we would be liable for any failure of Viskase to make ongoing pension contributions or to pay the unfunded liabilities upon a termination of the Viskase pension plan. In addition, other entities now or in the future within the controlled group in which we are included may have pension plan obligations that are, or may become, underfunded and we would be liable for any failure of such entity to make ongoing pension contributions or to pay the unfunded liabilities upon termination of such plan.

The current underfunded status of the Viskase pension plan requires them to notify the PBGC of certain “reportable events,” such as if we cease to be a member of the Viskase controlled group, or if we make certain extraordinary dividends or stock redemptions. The obligation to report could cause us to seek to delay or reconsider the occurrence of such reportable events.

Starfire Holding Corporation (“Starfire”), which is 99.6% owned by Mr. Icahn and his affiliates (excluding us and Brett Icahn), has undertaken to indemnify us and our subsidiaries from losses resulting from any imposition of certain pension funding or termination liabilities that may be imposed on us and our subsidiaries or our assets as a result of being a member of the Icahn controlled group. The Starfire indemnity provides, among other things, that so long as such contingent liabilities exist and could be imposed on us, Starfire will not make any distributions to its stockholders that would reduce its net worth to below $250 million. Nonetheless, Starfire may not be able to fund its indemnification obligations to us.

Other

Icahn Enterprises L.P. was contacted on May 3, 2023 by the U.S. Attorney’s office for the Southern District of New York, seeking production of information relating to the Company and certain of its affiliates’ corporate governance, capitalization, securities offerings, disclosure, dividends, valuation, marketing materials, due diligence and other materials. The Company produced documents in response to that inquiry and has had no substantive communication with the U.S. Attorney’s office since the initial inquiry on May 3, 2023.

18. Supplemental Cash Flow Information

Supplemental cash flow information consists of the following:

	Six Months Ended June 30,	
	2026	2025
	(in millions)	
Cash payments for interest	$ (225)	$ (248)
Cash payments for income taxes, net of payments	(5)	(1)

19. Subsequent Events

Icahn Enterprises

LP Unit Distribution

On August 3, 2026, the Board declared a quarterly distribution in the amount of $0.50 per depositary unit, which will be paid on or about September 23, 2026 to depositary unitholders of record at the close of business on August 17, 2026. Depositary unitholders will have until September 11, 2026 to make a timely election to receive either cash or additional depositary units. If a unitholder does not make a timely election, it will automatically be deemed to have elected to receive the distribution in additional depositary units. Depositary unitholders who elect to receive (or who are deemed to have elected to receive) additional depositary units will receive units valued at the volume weighted average trading price of the units during the five consecutive trading days ending September 18, 2026. Icahn Enterprises will make a cash payment in lieu of issuing fractional depositary units to any unitholders electing to receive (or who are deemed to have elected to receive) depositary units.

Icahn Automotive Transaction

On July 19, 2026, Icahn Enterprises, Icahn Automotive Group LLC ("Icahn Automotive"), Mavis Tire Supply, LLC ("Mavis" or "Buyer"), a Delaware limited liability company, and Metis HoldCo, Inc., a Delaware corporation, entered into a Stock Purchase Agreement (the "Pep Boys Purchase Agreement"). Pursuant to the terms of the Pep Boys Purchase Agreement, Icahn Automotive agreed to sell to Buyer, and Buyer agreed to purchase from Icahn Automotive, all of the issued and outstanding capital stock of The Pep Boys-Manny, Moe & Jack Holding Corp., a Delaware corporation and wholly-owned subsidiary of Icahn Automotive ("Pep Boys"), for a base purchase price of $700.0 million, subject to adjustments to be finalized after closing of the transaction (the "Pep Boys Transaction"). In connection with the Pep Boys Purchase Agreement, Icahn Enterprises agreed to guarantee the payment and performance of Icahn Automotive's obligations under the Agreement, subject to the limitations set forth in the Pep Boys Purchase Agreement. Certain excluded entities and businesses of Pep Boys will not be transferred to Buyer in connection with the transactions contemplated by the Purchase Agreement. The Company will retain the owned real estate previously transferred from Pep Boys, as well as the AAMCO Transmissions and Precision Tune Auto Care Businesses. The Pep Boys Transaction is expected to close in the coming months, subject to satisfaction or waiver of customary closing conditions.

Investment Funds Redemption

In July 2026, Mr. Icahn and his affiliates (excluding us and Brett Icahn) notified the Investment Funds of his intention to redeem $275 million from his personal interest in the Investment Funds included in the Investment segment, which is expected to be completed in August of 2026.

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

The following discussion is intended to assist you in understanding our present business and the results of operations together with our present financial condition. This section should be read in conjunction with our unaudited condensed consolidated financial statements and the accompanying notes contained in this Quarterly Report on Form 10-Q for the period ended June 30, 2026 (this "Report"), as well as our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the Securities and Exchange Commission on February 25, 2026.

Executive Overview

Introduction

Icahn Enterprises L.P. ("Icahn Enterprises") is a master limited partnership formed in Delaware on February 17, 1987 and headquartered in Sunny Isles Beach, Florida. We are a diversified holding company owning subsidiaries currently engaged in the following continuing operating businesses: Investment, Energy, Automotive, Food Packaging, Real Estate, Home Fashion and Pharma. We also report the results of our Holding Company, which includes the results of certain subsidiaries of Icahn Enterprises (unless otherwise noted), and investment activity and expenses associated with our Holding Company. References to "we," "our," "us" or "the Company" herein include Icahn Enterprises and its subsidiaries, unless the context otherwise requires.

Icahn Enterprises owns a 99% limited partner interest in Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings"). Icahn Enterprises Holdings and its subsidiaries own substantially all of our assets and liabilities and conduct substantially all of our operations. Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP"), which is indirectly owned and controlled by Mr. Carl C. Icahn, owns a 1% general partner interest in each of Icahn Enterprises and Icahn Enterprises Holdings as of June 30, 2026 representing an aggregate 1.99% general partner interest in Icahn Enterprises and Icahn Enterprises Holdings. Mr. Icahn and his affiliates owned approximately 87% of Icahn Enterprises' outstanding depositary units as of June 30, 2026.

Recent Developments

Icahn Automotive Transaction

On July 19, 2026, Icahn Enterprises, Icahn Automotive Group LLC ("Icahn Automotive"), Mavis Tire Supply, LLC ("Mavis" or "Buyer"), a Delaware limited liability company, and Metis HoldCo, Inc., a Delaware corporation, entered into a Stock Purchase Agreement (the "Pep Boys Purchase Agreement"). Pursuant to the terms of the Pep Boys Purchase Agreement, Icahn Automotive agreed to sell to Buyer, and Buyer agreed to purchase from Icahn Automotive, all of the issued and outstanding capital stock of The Pep Boys-Manny, Moe & Jack Holding Corp., a Delaware corporation and wholly-owned subsidiary of Icahn Automotive ("Pep Boys"), for a base purchase price of $700.0 million, subject to adjustments to be finalized after closing of the transaction (the "Pep Boys Transaction"). In connection with the Pep Boys Purchase Agreement, Icahn Enterprises agreed to guarantee the payment and performance of Icahn Automotive's obligations under the Agreement, subject to the limitations set forth in the Pep Boys Purchase Agreement. Certain excluded entities and businesses of Pep Boys will not be transferred to Buyer in connection with the transactions contemplated by the Purchase Agreement. The Company will retain the owned real estate previously transferred from Pep Boys, as well as the AAMCO Transmissions and Precision Tune Auto Care Businesses. The Pep Boys Transaction is expected to close in the coming months, subject to satisfaction or waiver of customary closing conditions.

Energy

In February 2026, CVR Energy, Inc. ("CVR Energy") completed the issuance of $1 billion aggregate principal amount of senior notes, consisting of $600 million of 7.50% senior notes due February 2031 and $400 million of 7.875% senior notes due February 2034. The proceeds from the issuance of these notes were used to (i) fund the redemption in full of CVR Energy's existing $600 million in aggregate principal amount of 8.50% senior unsecured notes due 2029 at a redemption price equal to 104.250% of the principal amount in February 2026, resulting in a $28 million loss on extinguishment of debt in the six months ended June 30, 2026, (ii) fund the partial redemption of $217 million of CVR Energy's existing $400 million in aggregate principal amount of 5.75% senior unsecured notes due 2028 at par in February 2026, resulting in a less than $1 million loss on extinguishment of debt in the six months ended June 30, 2026, and (iii) repay the aggregate principal balance of CVR Energy's senior secured term loan facility (the "Term Loan"), resulting in a $3 million loss on extinguishment of debt in the six months ended June 30, 2026.

Viskase Private Placement

In January 2026, Viskase completed an equity private placement whereby we acquired an additional 25,862,069 shares of Viskase common stock for a purchase price of $15 million.

Viskase Merger

On June 20, 2025, Viskase, our majority-owned subsidiary, entered into an Agreement and Plan of Merger (as amended, the "Merger Agreement") with Enzon Pharmaceuticals, Inc. ("Enzon"), of which we owned approximately 49% of its outstanding shares of common stock, par value $0.01 per share (the "Enzon Common Stock") and approximately 98% of its outstanding Series C Non-Convertible Redeemable Preferred Stock, $0.01 par value per share ("Enzon Preferred Stock"). Pursuant to the terms of the Merger Agreement, (i) a wholly-owned subsidiary of Enzon agreed to merge with and into Viskase, with Viskase surviving the merger as a wholly-owned subsidiary of Enzon (the "Merger") and (ii) upon consummation of the Merger, each share of Viskase's common stock, par value $0.01 per share (the "Viskase Common Stock") issued and outstanding immediately prior to the consummation of the Merger (other than certain specified shares) is automatically converted into the right to receive a number of shares of Enzon Common Stock equal to the exchange ratio set forth in the Merger Agreement. In connection with execution of the Merger Agreement, we entered into a support agreement with Enzon and Viskase, pursuant to which we agreed to, among other things, convert our Enzon Preferred Stock into Enzon Common Stock for a number of shares of Enzon Common Stock equal to the aggregate liquidation preference of such shares of Enzon Preferred Stock, divided by the volume-weighted average price of Enzon Common Stock on the "OTCQB" tier of the OTC for the 20 trading days preceding October 24, 2025. The Merger was consummated on March 26, 2026. As a result of the Merger, the combined company now operates under the name "Viskase Holdings, Inc." and as of June 30, 2026, we own approximately 94% of the outstanding common stock of the combined company.

Potential Strategic Transactions

As previously disclosed, we are considering, with CVR Energy, potential strategic transactions available to CVR Energy and its subsidiaries, which may include the acquisition of additional entities, assets or businesses, including the acquisition of material amounts of refining assets through negotiated mergers and/or stock or asset purchase agreements by CVR Energy or its subsidiaries, and/or strategic options involving CVR Partners, LP, a controlled subsidiary of CVR Energy ("CVR Partners"). There is no assurance that any of the aforementioned or previously disclosed or other transactions will develop or materialize, or if they do, as to their timing. As of June 30, 2026 we own approximately 71% of the total outstanding common stock of CVR Energy and approximately 3% of the total outstanding common units of CVR Partners. As of June 30, 2026, CVR Energy, through its subsidiaries, held approximately 37% of CVR Partners' outstanding common units and 100% of CVR Partners' general partner interests.

Investment Fund Redemptions

See "Investment Funds Redemptions" below under "Liquidity and Capital Resources."

Results of Operations

Consolidated Financial Results

Our operating businesses comprise consolidated subsidiaries which operate in various industries and are managed on a decentralized basis. In addition to our Investment segment's revenues from investment transactions, revenues for our operating businesses primarily consist of net sales of various products, services revenue, franchisor operations and leasing of real estate. Due to the structure and nature of our business, we primarily discuss the results of operations by individual reporting segment in order to better understand our consolidated operating performance. In addition to the summarized financial results below, refer to Note 13, “Segment Reporting,” to the condensed consolidated financial statements for a reconciliation of each of our reporting segment’s results of continuing operations to our consolidated results.

Potential supply chain disruptions, geopolitical and economic instability, volatility in energy prices, the impacts of increasing electric vehicles and liquid natural gas and other improvements in fuel efficiencies and changes in regulatory policies could adversely affect operations, in particular in our Energy segment. Our ability to generate sufficient cash from our operating activities in the current commodity price environment, sell non-core assets, access capital markets, incur additional debt or take any other action to improve our liquidity is subject to the risks discussed in this Quarterly Report on Form 10-Q and elsewhere in our periodic reports and the other risks and uncertainties that exist in our industry, and depends on our future operational performance, which is subject to general economic, political, financial, competitive, and other factors, some of which may be beyond our control. Furthermore, shifts in demand and tightening credit market conditions could impact our financial stability. Fluctuating tariffs, both by the U.S. and globally, ongoing and future trade conflicts and changes in U.S. economic trade policy, and economic uncertainty has led to increased volatility. The impact of tariffs and associated impacts on global trade have not significantly affected our operating businesses as of June 30, 2026.

The comparability of our summarized consolidated financial results presented below is affected primarily by the performance of the Investment Funds and the results of operations of our Energy segment, impacted by the demand and pricing for its products. Refer to our respective segment discussions and "Other Consolidated Results of Operations," below for further discussion.

	Revenues		Net Income (Loss)		Net Income (Loss) Attributable to Icahn Enterprises	
	Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,	
	2026	2025	2026	2025	2026	2025
	(in millions)					
Investment	$ (303)	$ (20)	$ (312)	$ (34)	$ (238)	$ (16)
Holding Company	7	18	(84)	(82)	(84)	(82)
Other Operating Segments:						
Energy	2,745	1,769	34	(102)	(7)	(84)
Automotive	354	362	(10)	(25)	(10)	(25)
Food Packaging	90	97	(6)	(3)	(6)	(3)
Real Estate	27	67	(1)	43	(1)	43
Home Fashion	38	42	(2)	(2)	(2)	(2)
Pharma	17	34	(7)	4	(7)	4
Other operating segments	3,271	2,371	8	(85)	(33)	(67)
Consolidated	$ 2,975	$ 2,369	$ (388)	$ (201)	$ (355)	$ (165)

	Revenues		Net Income (Loss)		Net Income (Loss) Attributable to Icahn Enterprises	
	Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025	2026	2025
	(in millions)					
Investment	$ (572)	$ (352)	$ (591)	$ (384)	$ (448)	$ (240)
Holding Company	12	35	(162)	(146)	(162)	(146)
Other Operating Segments:						
Energy	4,712	3,426	(139)	(219)	(146)	(170)
Automotive	682	710	(30)	(52)	(30)	(52)
Food Packaging	178	193	(13)	(17)	(12)	(16)
Real Estate	59	84	4	39	4	39
Home Fashion	77	82	(6)	(4)	(6)	(4)
Pharma	33	58	(14)	2	(14)	2
Other operating segments	5,741	4,553	(198)	(251)	(204)	(201)
Consolidated	$ 5,181	$ 4,236	$ (951)	$ (781)	$ (814)	$ (587)

Investment

We invest our proprietary capital through our private investment funds ("Investment Funds"). As of June 30, 2026 and December 31, 2025, we had investments with a fair market value of approximately $2.0 billion and $2.7 billion, respectively in the Investment Funds. As of June 30, 2026 and December 31, 2025, the total fair market value of investments in the Investment Funds made by Mr. Icahn and his affiliates (excluding us and Brett Icahn) was approximately $591 million and $908 million, respectively. As of June 30, 2026, Mr. Icahn and his affiliates have pledged approximately $330 million of interests in the Investment Funds.

Our Investment segment's results of operations are reflected in net income in the condensed consolidated statements of operations. Our Investment segment's net income (loss) is driven by the amount of funds allocated to the Investment Funds and the performance of the underlying investments in the Investment Funds. Future funds allocated to the Investment Funds may increase or decrease based on the contributions and redemptions by our Holding Company, Mr. Icahn and his affiliates and by Brett Icahn, Mr. Icahn's son. Additionally, historical performance results of the Investment Funds are not indicative of future results as past market conditions, investment opportunities and investment decisions may not occur in the future. Changes in general market conditions coupled with changes in exposure to short and long positions have a significant impact on our Investment segment's results of operations and the comparability of results of operations year over year and as such, future results of operations will be impacted by our future exposures and future market conditions, which may not be consistent with prior trends. Refer to the "Investment Segment Liquidity" section of our “Liquidity and Capital Resources” discussion for additional information regarding our Investment segment’s exposure as of and subsequent to June 30, 2026.

For the three months ended June 30, 2026 and 2025, our Investment Funds’ returns were (10.9)% and (0.5)%, respectively. For the six months ended June 30, 2026 and 2025, our Investment Funds’ returns were (18.2)% and (8.8)%, respectively. Our Investment Funds’ returns represent a weighted-average composite of the average returns, net of expenses. The Other category is primarily comprised of interest income earned on cash balances, collateral posted to counterparties and short rebates.

The following tables set forth the performance attribution and net income (loss) for the Investment Funds’ returns for the three and six months ended June 30, 2026 and 2025, respectively, and includes performance of all investment and derivative position types including the impact of the use of leverage through options, short sales, swaps, forwards and other derivative instruments.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Long positions	3.9 %	5.6 %	8.2 %	(4.0)%
Short positions	(15.5)%	(7.1)%	(27.8)%	(6.8)%
Other	0.7 %	1.0 %	1.4 %	2.0 %
	(10.9)%	(0.5)%	(18.2)%	(8.8)%

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions)			
Long positions	$ 122	$ 143	$ 274	$ (255)
Short positions	(454)	(215)	(906)	(207)
Other	20	38	41	78
	$ (312)	$ (34)	$ (591)	$ (384)

Three Months Ended June 30, 2026 and 2025

For the three months ended June 30, 2026, the Investment Funds’ performance was primarily driven by net losses in short positions, offset in part by net gains in long positions. The performance of our Investment segment’s short positions was primarily driven by net losses from broad market hedges of $332 million and net losses in the energy sector of $99 million related to losses on refining hedges, which represent certain equity and commodity derivative positions intended to serve as economic hedges against the value of CVR Energy. The performance of our Investment segment’s long positions was primarily driven by net gains from the consumer, cyclical and industrials sectors of $136 million.

For the three months ended June 30, 2025, the Investment Funds’ performance was primarily driven by net losses in short positions, offset in part by net gains in long positions. The performance of our Investment segment’s short positions was driven primarily by net losses from broad market hedges of $147 million and net losses in the energy sector of $81 million. The performance of our Investment segment’s long positions was primarily driven by net gains from the consumer cyclical sector of $144 million.

Six Months Ended June 30, 2026 and 2025

For the six months ended June 30, 2026, the Investment Funds’ performance was primarily driven by net losses in short positions, offset in part by net gains in long positions. The performance of our Investment segment’s short positions was primarily driven by net losses in the energy sector of $523 million related to losses on refining hedges, which represent certain equity and commodity derivative positions intended to serve as economic hedges against the value of CVR Energy, and net losses from broad market hedges of $292 million. The performance of our Investment segment's long positions was primarily driven by net gains from the utilities and industrials sectors of $226 million.

For the six months ended June 30, 2025, the Investment Funds' performance was primarily driven by net losses in long and short positions. The performance of our Investment segment's long positions was driven primarily by net losses from the healthcare and industrials sectors of $376 million, offset in part by net gains from the utilities sector of $116 million. The performance of our Investment segment's short positions was primarily driven by net losses from the energy and utilities sectors of $144 million and net losses from broad market hedges of $63 million.

Energy

Our Energy segment is primarily engaged in the petroleum refining and nitrogen fertilizer manufacturing businesses. The petroleum business accounted for approximately 92% and 89% of our Energy segment's net sales for the six months ended June 30, 2026 and 2025, respectively.

The results of operations of the petroleum business are primarily affected by the relationship between refined product prices and the prices for crude oil and other feedstocks that are processed and blended into petroleum products, such as gasoline, diesel fuel and jet fuel that are produced by a refinery ("Refined Products"). The cost to acquire crude oil and other feedstocks and the price for which Refined Products are ultimately sold depend on factors beyond our Energy segment's control, including the supply of and demand for crude oil, as well as gasoline, distillate, and other refined products, which, in turn, depend on, among other factors, changes in domestic and foreign economies, driving habits, weather conditions, domestic and foreign political affairs, production levels, the availability or permissibility of imports and exports, the marketing of competitive fuels and the extent of government regulations. Because the petroleum business applies first-in, first-out accounting to value its inventory, crude oil price movements may impact gross margin as a result of changes in the value of its unhedged inventory. The effect of changes in crude oil prices on the petroleum business' results of operations is also influenced by the rate at which the processing of Refined Products adjusts to reflect these changes.

In addition to geopolitical conditions, including ongoing conflicts and tensions in the Middle East and the Russia/Ukraine conflict, including continued political and economic uncertainty and sanctions-related constraints, long-term factors such as increased tariffs, ongoing and future trade conflicts and changes in U.S. trade policy may also impact the demand for and inventory of refined products. The recent escalation of conflicts in the Middle East has contributed to increased volatility in global energy, oil and fertilizer markets by disrupting supply chains, key trade routes, including the Strait of Hormuz, and commodity pricing, which may adversely affect the Energy segment's results of operations. Additional factors that may impact the demand for and inventory of refined products include mandated renewable fuels standards, proposed and enacted climate change laws and regulations, and increased mileage and emissions standards for vehicles. The petroleum business is also subject to the EPA's Renewable Fuel Standard ("RFS"), which, each year, absent exemptions or waivers, requires the operating companies in our Energy segment to blend "renewable fuels" with their transportation fuels or, to the extent available, purchase renewable identification numbers ("RINs") in lieu of blending, or face liability. The price of RINs has been extremely volatile and the future cost of RINs for the petroleum business is difficult to estimate. Additionally, the cost of RINs is dependent upon a variety of factors, which include but are not limited to the availability of RINs for purchase, the actions of RINs market participants including non-obligated parties, transportation fuel and renewable diesel production levels and pricing, the availability of alternative or supportive credits for renewable fuel producers, the mix of the petroleum business' petroleum products, the refining margin of the petroleum business and other factors, all of which can vary significantly from period to period, as well as certain waivers or exemptions to which the petroleum business' obligated-party subsidiaries may be entitled. The costs to comply with the RFS are also impacted by, and dependent upon the outcome of, the numerous lawsuits filed by multiple refiners including the petroleum business' obligated-party subsidiaries, biofuels groups and others. Refer to Note 17, "Commitments and Contingencies," to the condensed consolidated financial statements for further discussion of RINs.

Ongoing and recently proposed changes to the U.S. global trade policy, along with actual and potential international retaliatory measures, have continued to cause volatility in global markets and uncertainty around short and long-term economic impacts in the U.S. and around the globe, including concerns over inflation, recession and slowing growth. In addition, the ongoing Russian/Ukraine war and Middle East conflicts and tensions continue to present significant geopolitical risks with direct implications to the global oil, fertilizer, and agriculture markets. Such conflicts pose significant geopolitical risks to global markets, raise concerns of major implications, such as enforcement of sanctions, can contribute to further oil price and inventory volatility, and can disrupt the production and trade of fertilizer, grains, and feedstock supply through several means, including trade restrictions and supply chain disruptions. The ultimate outcome of these conflicts and any associated market disruptions are difficult to predict and may affect our Energy business, operations, and cash flows in unforeseen ways.

The following table presents our Energy segment's net sales, cost of goods sold and gross profit:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions)			
Net sales	$ 2,738	$ 1,761	$ 4,718	$ 3,407
Cost of goods sold	2,632	1,839	4,727	3,587
Gross profit (loss)	$ 106	$ (78)	$ (9)	$ (180)
Gross margin	4%	(4)%	0%	(5)%

Three Months Ended June 30, 2026 and 2025

Net sales for our Energy segment increased by $977 million (55%) for the three months ended June 30, 2026 as compared to the comparable prior year period primarily due to an increase in our petroleum business' net sales of $978 million and an increase in our nitrogen fertilizer business' net sales of $35 million. The increase in the petroleum business' net sales was driven by higher throughput volumes in the current period as a result of the planned major maintenance turnaround at CVR Energy's Coffeyville refinery (the "2025 Coffeyville Refinery Turnaround") in the prior period combined with higher gasoline and distillate prices, offset in part by lower revenue from sales of crude oil in 2026 due to inventory management activities during the 2025 Coffeyville Refinery Turnaround. Our nitrogen fertilizer business' net sales increased primarily due to favorable urea ammonium nitrate ("UAN") and ammonia sales prices, offset in part by decreased UAN and ammonia sales volumes.

Cost of goods sold for our Energy segment increased by $793 million (43%) for the three months ended June 30, 2026 as compared to the comparable prior year period. The increase was primarily due to higher petroleum throughput volumes as a result of the 2025 Coffeyville Refinery Turnaround in the prior period, an increase in the cost of RFS compliance in the current period, and unfavorable derivatives impact of $80 million resulting primarily from losses on open crack swap positions in the current period, offset in part by favorable inventory valuation impacts of $19 million, primarily related to an increase in crude oil prices in the current period compared to a decrease in price in the previous period. Gross profit for our Energy segment increased by $184 million for the three months ended June 30, 2026 as compared to the comparable prior year period. Gross margin was 4% and (4)% for the three months ended June 30, 2026 and 2025, respectively.

Six Months Ended June 30, 2026 and 2025

Net sales for our Energy segment increased by $1.3 billion (38%) for the six months ended June 30, 2026 as compared to the comparable prior year period primarily due to an increase in our petroleum business' net sales of $1.3 billion and an increase in our nitrogen fertilizer business' net sales of $72 million. The increase in the petroleum business' net sales was driven by higher throughput volumes in the current period as a result of the 2025 Coffeyville Refinery Turnaround in the prior period combined with higher gasoline and distillate prices in the current period, offset in part by lower revenue from sales of crude oil in 2026 due to inventory management activities during the 2025 Coffeyville Refinery Turnaround. Our nitrogen fertilizer business' net sales increased primarily due to favorable UAN and ammonia sales prices combined with favorable ammonia sales volumes, offset in part by decreased UAN sales volumes.

Cost of goods sold for our Energy segment increased by $1.1 billion (32%) for the six months ended June 30, 2026 as compared to the comparable prior year period. The increase was primarily from our petroleum business, mainly due to higher throughput volumes as a result of the 2025 Coffeyville Refinery Turnaround in the prior period, an increase in the cost of RFS compliance in the current period, and unfavorable derivatives impact of $275 million resulting primarily from losses on open crack swap positions in the current period, offset in part by favorable inventory valuation impacts of $138 million, primarily related to an increase in crude oil prices in the current period compared to a decrease in price in the previous period. Gross loss for our Energy segment decreased by $171 million for the six months ended June 30, 2026 as compared to the comparable prior year period. Gross margin was 0% and (5)% for the six months ended June 30, 2026 and 2025, respectively.

Automotive

Our Automotive segment's results of operations are generally driven by the demand for automotive service and maintenance, which is impacted by general economic factors, vehicle miles traveled, and the average age of vehicles on the road, among other factors.

Our Automotive segment has been in the process of a multi-year transformation plan. As part of this plan, our Automotive segment completed the separation of certain of its Automotive Services and Aftermarket Parts businesses into two separate operating companies. Auto Plus, which operated the majority of our Aftermarket Parts business, began operating in locations owned and leased by the Automotive Services business from 2021 until 2023. We exited the Aftermarket Parts business in the first quarter of 2025. In July of 2026, Icahn Automotive entered into the Pep Boys Purchase Agreement, pursuant to which we will sell Pep Boys to Mavis.

In connection with its transformation plan, the Automotive segment leases available and excess real estate in certain locations under long-term operating leases previously utilized by the Aftermarket Parts business. During this multi-year transformation plan, the Automotive segment has continued investing capital to repurpose these locations for future multi-tenant use. In October and November 2025, we executed on the next phase of the transformation plan in which the Automotive segment transferred the majority of its owned real estate to the Real Estate segment. The Real Estate segment also assumed the existing leases with third party tenants from the transferred properties. The Real Estate segment will continue to hold this real estate following the completion of the sale of Pep Boys pursuant to the Pep Boys Purchase Agreement, and lease the properties to Mavis.

The Automotive Services business entered into fair market value lease agreements with the Real Estate segment, which will not impact consolidated cash flows or consolidated operating expenses but will result in increased cash outflows from the Automotive segment to the Real Estate segment. We believe this will reduce the Automotive Services business's focus on real estate activities and allow it to focus on managing its core business and executing its strategy.

During the fourth quarter of 2024, the Automotive segment entered into an agreement with a tenant to terminate a group of leases, effective March 31, 2025. As a result of this termination, the segment received a lump sum termination fee and had additional excess real estate available to lease, which has resulted in reduced cash flows during the anticipated lease-up period.

The following table presents our Automotive segment's net sales and other revenue from operations, cost of goods sold and other expenses from operations and gross profit. Our Automotive segment's results of operations include Automotive Services labor along with the sale of any installed parts or materials related to Automotive Services. Automotive Services labor revenues are included in other revenues from operations in our consolidated statements of operations, however, the sales of any installed parts or materials related to Automotive Services are included in net sales. Rental revenues and related expenses for properties leased to third parties, which are included in other revenues from operations and related expenses which are included in other expenses in our consolidated statements of operations, are excluded from the table below. Therefore, we discuss the combined results of our Automotive net sales and Automotive Services labor revenues below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
	(in millions)			
Net sales and other revenues from operations	$ 341	$ 355	$ 665	$ 690
Cost of goods sold and other expenses from operations	243	259	472	514
Gross profit	$ 98	$ 96	$ 193	$ 176
Gross margin	29%	27%	29%	26%

Three Months Ended June 30, 2026 and 2025

Net sales and other revenues from operations for our Automotive segment for the three months ended June 30, 2026 decreased by $14 million (4%) as compared to the comparable prior year period. The decrease was primarily due to the strategic closure of underperforming locations, which reduced revenues by $12 million in the current period.

Cost of goods sold and other expenses from operations for the three months ended June 30, 2026 decreased by $16 million (6%) as compared to the comparable prior year period. The decrease was mostly attributable to reduced costs from closed stores of $8 million and decreased labor costs from closed stores of $5 million. Gross profit for the three months ended June 30, 2026 increased by $2 million (2%) from the comparable prior year period. Gross margin was 29% and 27% for the three months ended June 30, 2026 and 2025, respectively.

Six Months Ended June 30, 2026 and 2025

Net sales and other revenues from operations for our Automotive segment for the six months ended June 30, 2026 decreased by $25 million (4%) as compared to the comparable prior year period. The decrease was primarily due to the strategic closure of underperforming locations, which reduced revenues by $28 million in the current period, offset in part by price increases of $4 million.

Cost of goods sold and other expenses from operations for the six months ended June 30, 2026 decreased by $42 million (8%) as compared to the comparable prior year period. The decrease was mostly attributable to reduced costs from closed stores of $16 million and decreased labor costs from closed stores of $10 million. Gross profit for the six months ended June 30, 2026 increased by $17 million (10%) from the comparable prior year period. Gross margin was 29% and 26% for the six months ended June 30, 2026 and 2025, respectively.

Food Packaging

Our Food Packaging segment's results of operations are primarily driven by the production and sale of cellulosic, fibrous and plastic casings for the processed meat and poultry industry and derives a majority of its total net sales from customers located outside the United States.

During the first quarter of 2025, the segment commenced implementation of a restructuring plan designed to enhance operational efficiency and margin performance. The plan includes the consolidation of our North American facilities into a single, centralized location, along with investments in upgraded equipment at that facility. These actions are intended to support increased production volumes while reducing costs and waste. Implementation of the plan is causing interim disruption, but its objective is to maintain global production capability while achieving improved cost structure. The restructuring activities were substantially completed during the first half of 2026. However, we do not expect the segment to realize the efficiency and performance gains from the restructuring until later in 2026, if at all.

Three Months Ended June 30, 2026 and 2025

Net sales for the three months ended June 30, 2026 decreased $7 million (7%) as compared to the comparable prior year period. The decrease was primarily due to volume-related decreases of $11 million, offset in part by favorable effects of an increase in price and product mix of $3 million and favorable foreign exchange of $1 million. Cost of goods sold for the three months ended June 30, 2026 decreased $7 million (8%) as compared to the comparable prior year period primarily due to lower volumes of product sold due to temporary capacity constraints. Gross margin as a percentage of net sales was 13% and 12% for the three months ended June 30, 2026 and 2025, respectively.

Six Months Ended June 30, 2026 and 2025

Net sales for the six months ended June 30, 2026 decreased $14 million (7%) as compared to the comparable prior year period. The decrease was primarily due to volume-related decreases of $23 million, offset in part by favorable effects of an increase in price and product mix of $4 million and favorable foreign exchange of $5 million. Cost of goods sold for the six months ended June 30, 2026 decreased $9 million (5%) as compared to the comparable prior year period primarily due to lower volumes of product sold due to temporary capacity constraints. Gross margin as a percentage of net sales was 12% and 14% for the six months ended June 30, 2026 and 2025, respectively.

Real Estate

Our Real Estate segment consists of investment properties which includes land, retail, office and industrial properties leased to commercial tenants, the development and sale of single-family homes, and the operations of a resort and a country club. Sales of single-family homes and investment properties are included in net sales in our consolidated statements of operations. Results from operations at investment properties and our country club are included in other revenues from operations in our consolidated statements of operations. Net sales and other revenues from operations for the three and six months ended June 30, 2026 was primarily derived from the sale of single-family homes, resort and country club operations.

In the fourth quarter of 2025, our Automotive segment completed the transfer of a group of owned real estate properties to our Real Estate segment. Following the transfer, the Real Estate segment assumed control of the properties and will manage and lease them as part of its ongoing operations. The Real Estate segment will lease properties to the Automotive segment, which will not impact consolidated cash flows or other revenues from operations but will result in increased cash inflows to the Real Estate segment. The Real Estate segment also assumed the existing leases with third party tenants from the transferred properties. The Real Estate segment will continue to hold this real estate following the completion of the sale of Pep Boys pursuant to the Pep Boys Purchase Agreement, and lease the properties to Mavis.

Three Months Ended June 30, 2026 and 2025

Net sales for the three months ended June 30, 2026 decreased $1 million (100%) as compared to the comparable prior year period due to a decrease in single-family home sales. Cost of goods sold for the three months ended June 30, 2026 decreased $1 million (100%) as compared to the prior year period due to a decrease in single-family home sales. Gross margin as a percentage of net sales was 0% and 0% for the three months ended June 30, 2026 and 2025, respectively.

Other revenues from operations for the three months ended June 30, 2026 increased $2 million (12%) as compared to the comparable prior year period due to higher rental revenues. Other expenses from operations for the three months ended June 30, 2026 increased by $6 million (35%) as compared to the comparable prior year period due to higher lease expenses related to the transfer of properties from the Automotive segment.

Six Months Ended June 30, 2026 and 2025

Net sales for the six months ended June 30, 2026 increased $2 million (200%) as compared to the comparable prior year period due to an increase in single-family home sales. Cost of goods sold for the six months ended June 30, 2026 increased $2 million (200%) as compared to the prior year period due to an increase in single-family home sales. Gross margin as a percentage of net sales was 0% for each of the six months ended June 30, 2026 and 2025.

Other revenues from operations for the six months ended June 30, 2026 increased $3 million (9%) as compared to the comparable prior year period due to higher rental revenues. Other expenses from operations for the six months ended June 30, 2026 increased by $9 million (27%) as compared to the comparable prior year period due to higher lease expenses related to the transfer of properties from the Automotive segment.

Home Fashion

Our Home Fashion segment is significantly influenced by the overall economic environment, including consumer spending, at the retail level, for home textile products.

Three Months Ended June 30, 2026 and 2025

Net sales for the three months ended June 30, 2026 decreased by $3 million (7%) as compared to the comparable prior year period mostly due to lower demand from our retail business. Cost of goods sold for the three months ended June 30, 2026 decreased $4 million (12%). Cost of goods sold was negatively impacted by the Iran war which resulted in lower production and higher unabsorbed costs. These unfavorable impacts were largely offset by a $4 million refund related to tariffs imposed under the International Emergency Economic Powers Act (“ IEEPA”), which favorably reduced cost of goods sold during the period. Gross margin as a percentage of net sales was 26% and 21% for the three months ended June 30, 2026 and 2025, respectively.

Six Months Ended June 30, 2026 and 2025

Net sales for the six months ended June 30, 2026 decreased by $5 million (6%) as compared to the comparable prior year period mostly due to lower demand from our retail business. Cost of goods sold for the six months ended June 30, 2026 decreased $3 million (5%). Cost of goods sold was negatively impacted from the Iran war which resulted in lower production and higher unabsorbed costs. These unfavorable impacts were largely offset by a $4 million refund related to IEEPA tariffs, which favorably reduced cost of goods sold during the period. Gross margin as a percentage of net sales was 22% and 23% for the six months ended June 30, 2026 and 2025, respectively.

Pharma

Our Pharma segment derives revenues primarily from the sale of its products directly to customers, wholesalers and pharmacies. Drugs in active clinical development may generate positive cash flow if successful, but there is also the risk that these drugs may not progress through clinical trials, resulting in no return. Additionally, we incur research and development costs associated with these drugs.

Pursuant to previously announced settlement agreements, in 2025, two competitors launched competing generic products to the patent protected weight loss treatment sold within our Pharma segment in the United States, which has caused, and we anticipate will continue to cause, a moderate reduction of prescription volume in the retail pharmacy market in the United States. The Pharma segment has launched its weight loss treatment in the UAE and in several EU countries including Poland, Denmark, Finland, Sweden and Iceland. Additionally, launches in twelve other European countries and six additional countries in the Middle East are planned. We anticipate these new launches will eventually offset the lost revenue in the United States.

Three Months Ended June 30, 2026 and 2025

Net sales for the three months ended June 30, 2026 decreased $18 million (55%) as compared to the comparable prior year period primarily due to increased generic competition in the anti-obesity market resulting in decreased sales. Cost of goods sold for the three months ended June 30, 2026 decreased $7 million (44%) as compared to the comparable prior year period primarily due to decreased sales. Gross margin as a percentage of net sales was 40% and 52% for the three months ended June 30, 2026 and 2025, respectively.

Six Months Ended June 30, 2026 and 2025

Net sales for the six months ended June 30, 2026 decreased $26 million (46%) as compared to the comparable prior year period primarily due to increased generic competition in the anti-obesity market resulting in decreased sales. Cost of goods sold for the six months ended June 30, 2026 decreased $11 million (38%) as compared to the comparable prior year period primarily due to decreased sales. Gross margin as a percentage of net sales was 40% and 48% for the six months ended June 30, 2026 and 2025, respectively.

Holding Company

Our Holding Company's results of operations primarily reflect the interest expense on its senior notes for each of the three and six months ended June 30, 2026 and 2025.

Other Consolidated Results of Operations

Selling, General and Administrative

Three Months Ended June 30, 2026 and 2025

Our consolidated selling, general and administrative costs during the three months ended June 30, 2026 decreased by $4 million (2%) as compared to the comparable prior year period. The decrease was primarily due to lower costs in the Automotive segment of $4 million primarily related to lower marketing expenses.

Six Months Ended June 30, 2026 and 2025

Our consolidated selling, general and administrative costs during the six months ended June 30, 2026 increased by $4 million (1%) as compared to the comparable prior year period. The increase was primarily due to higher costs in the Holding Company segment of $3 million.

Interest Expense

Three Months Ended June 30, 2026 and 2025

Our consolidated interest expense during the three months ended June 30, 2026 decreased by $8 million (6%) as compared to the comparable prior year period. The decrease was primarily due to lower interest expense in our Energy segment of $4 million attributable to lower borrowing costs resulting from our Energy segment's debt refinancing activities in the first quarter of 2026.

Six Months Ended June 30, 2026 and 2025

Our consolidated interest expense during the six months ended June 30, 2026 decreased by $13 million (5%) as compared to the comparable prior year period. The decrease was primarily due to lower interest expense in our Energy segment of $8 million attributable to lower borrowing costs resulting from our Energy segment's debt refinancing activities in the first quarter of 2026 and lower interest expense in our Investment segment of $7 million attributable to changes in short exposure composition.

Income Tax Expense

Certain of our subsidiaries are partnerships not subject to taxation in our condensed consolidated financial statements and certain other subsidiaries are corporations, or subsidiaries of corporations, subject to taxation in our condensed consolidated financial statements. Therefore, our consolidated effective tax rate generally differs from the statutory federal tax rate. Refer to Note 14, "Income Taxes," to the condensed consolidated financial statements for a discussion of income taxes.

Liquidity and Capital Resources

Holding Company Liquidity

We are a holding company. Our cash flow and our ability to meet our debt service obligations and make distributions with respect to depositary units depends on the cash flow resulting from divestitures, equity offerings and debt financings, interest income, returns on our interests in the Investment Funds and the payment of funds to us by our subsidiaries in the form of loans, dividends and distributions. We may pursue various means to raise cash from our subsidiaries. To date, such means include receipt of dividends and distributions from subsidiaries, obtaining loans or other financings based on the asset values of subsidiaries or selling debt or equity securities of subsidiaries through capital market transactions. To the degree any distributions and transfers are impaired or prohibited, our ability to make payments on our debt or distributions on our depositary units could be limited. The operating results of our subsidiaries may not be sufficient for them to make distributions to us. In addition, our subsidiaries are not obligated to make funds available to us and distributions and intercompany transfers from our subsidiaries to us may be restricted by applicable law or covenants contained in debt and other agreements.

As of June 30, 2026, our Holding Company had cash and cash equivalents of approximately $381 million and total debt of approximately $4.4 billion. The anticipated closing of the Pep Boys Transaction in the coming months is expected to provide additional cash to the Holding Company. As of June 30, 2026, our Holding Company had investments in the Investment Funds with a total fair market value of approximately $2.0 billion. Following the end of the second quarter, the value of our investments in the Investment Funds have declined to approximately $1.7 billion as of July 31, 2026. We may redeem our direct investment in the Investment Funds upon notice. See "Investment Segment Liquidity," including under "Investment Funds Redemptions," below for additional information with respect to our Investment segment liquidity. See "Consolidated Cash Flows" below for additional information with respect to our Holding Company liquidity.

Holding Company Borrowings and Availability

Holding Company aggregate outstanding face amount of senior notes consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
6.250% senior notes due 2026	—	250
5.250% senior notes due 2027	1,455	1,455
4.375% senior notes due 2029	750	750
9.750% senior notes due 2029	700	700
10.000% senior notes due 2029	1,000	1,000
9.000% senior notes due 2030	750	750
Aggregate outstanding face amount of senior notes	4,655	4,905
Less: Unamortized discounts, premiums, and debt issuance costs	(14)	(16)
Less: Notes held in treasury [(1)]	(215)	(225)
Total Debt	$ 4,426	$ 4,664

(1) At June 30, 2026 total debt is net of notes held in treasury of $73 million aggregate principal amount of our 5.250% senior notes due 2027, $92 million aggregate principal amount of our 4.375% senior notes due 2029, and $50 million aggregate principal amount of our 9.000% senior notes due 2030. At December 31, 2025 total debt is net of notes held in treasury of $10 million aggregate principal amount of our 6.250% senior notes due 2026, $73 million aggregate principal amount of our 5.250% senior notes due 2027, $92 million aggregate principal amount of our 4.375% senior notes due 2029 and $50 million of 9.000% senior notes due 2030.

Holding Company debt consists of various issues of fixed-rate senior notes issued by Icahn Enterprises and Icahn Enterprises Finance Corp. (together, the “Issuers”) and guaranteed by Icahn Enterprises Holdings (the “Guarantor”). Interest on each tranche of senior notes is payable semi-annually.

In February 2026, we redeemed all outstanding 6.250% senior notes due 2026, at par, using cash on hand.

Each of our senior notes and the related guarantees are the senior obligations of the Issuers and rank equally with all of the Issuers’ and the Guarantor’s existing and future senior indebtedness and senior to all of the Issuers’ and the Guarantor’s existing and future subordinated indebtedness. Each of our senior notes and the related guarantees are effectively subordinated to the Issuers’ and the Guarantor’s existing and future secured indebtedness to the extent of the collateral securing such indebtedness. Each of our senior notes and the related guarantees are also effectively subordinated to all indebtedness and other liabilities of the Issuers’ subsidiaries other than the Guarantor.

The indentures governing our senior notes described above restrict the payment of cash distributions, the purchase of equity interests or the purchase, redemption, defeasance or acquisition of debt subordinated to the senior notes. The indentures also restrict the incurrence of debt or the issuance of disqualified stock, as defined in the indentures, with certain exceptions. In addition, the indentures require that on each quarterly determination date, Icahn Enterprises and the guarantor of the notes (currently only Icahn Enterprises Holdings) maintain certain minimum financial ratios, as defined therein. Upon the closing of our secured debt offering in November of 2024, all of our notes are now secured and, as a result, are excluded from the calculation of the ratio test under these covenants. As a result, we no longer have a material amount of unsecured indebtedness, and we and our subsidiaries have substantially more capacity under these covenants to incur additional unsecured indebtedness (but subject to the other covenants in the indentures governing our senior notes that restrict the ability of the Issuers and the Guarantor, as well as the ability of our non-guarantor subsidiaries, to incur incremental indebtedness). The indentures also restrict the creation of liens, mergers, consolidations and sales of substantially all of our assets, and transactions with affiliates. Additionally, each of the 5.250% senior notes due 2027 (the “2027 Notes”), the 4.375% senior notes due 2029, the 10.000% senior notes due 2029 and the 9.000% senior notes due 2030 are subject to optional redemption premiums in the event we redeem any of the notes prior to six months before maturity. The 9.750% senior notes due 2029 are subject to optional redemption premiums in the event we redeem these notes prior to three months before maturity. If we do not refinance the 2027 Notes prior to their maturity in May of 2027, we anticipate that we would be able to repay the balance of the 2027 Notes by redeeming some or all of our interests in the Investment Funds along with using cash at the Holding Company. In addition, we could also seek additional financing sources.

As of June 30, 2026 and December 31, 2025, we were in compliance with all covenants, including maintaining certain minimum financial ratios, as defined in the indentures. Additionally, as of June 30, 2026, based on covenants in the indentures governing our senior notes, we are not permitted to incur additional indebtedness; however, we are permitted to issue new notes in connection with debt refinancings of existing notes.

LP Unit Distributions

In April 2026, we distributed 34,841,101 depositary units to unitholders who did not elect to receive cash, of which 32,536,774 depositary units were distributed to Mr. Icahn and his affiliates. In connection with these distributions, aggregate cash distributions to all depositary unitholders that made a timely election to receive cash was $51 million, of which $25 million was distributed to Mr. Icahn and his affiliates in April 2026.

In June 2026, we distributed 38,864,540 depositary units to unitholders who did not elect to receive cash, of which 36,456,030 depositary units were distributed to Mr. Icahn and his affiliates. In connection with these distributions, aggregate cash distributions to all depositary unitholders that made a timely election to receive cash was $52 million, of which $25 million was distributed to Mr. Icahn and his affiliates in June 2026.

On August 3, 2026, the Board of Directors of the Icahn Enterprises GP (the “Board”) declared a quarterly distribution in the amount of $0.50 per depositary unit, which will be paid on or about September 23, 2026 to depositary unitholders of record at the close of business on August 17, 2026. Depositary unitholders will have until September 11, 2026 to make a timely election to receive either cash or additional depositary units. If a unitholder does not make a timely election, it will automatically be deemed to have elected to receive the distribution in additional depositary units. Depositary unitholders who elect to receive (or who are deemed to have elected to receive) additional depositary units will receive units valued at the volume weighted average trading price of the units during the five consecutive trading days ending September 18, 2026. Icahn Enterprises will make a cash payment in lieu of issuing fractional depositary units to any unitholders electing to receive (or who are deemed to have elected to receive) depositary units.

At-The-Market Offerings

From time to time Icahn Enterprises enters into open market sale agreements providing for the sale of depositary units under its ongoing “at-the-market” offering program. As of June 30, 2026, Icahn Enterprises may sell depositary units for up to an additional $363 million in aggregate gross proceeds pursuant to the open market sale agreement entered into on August 26, 2024 (the “2024 Open Market Sale Agreement”). No assurance can be made that any or all amounts will be sold during the term of the agreement, and we have no obligation to sell additional depositary units under the 2024 Open Market Sale Agreement. Depending on market conditions, we may continue to sell depositary units under the 2024 Open Market Sale Agreement, and, if appropriate, enter into a new open market sale agreement to continue our “at-the-market” sales program once we have sold the full amount of our existing 2024 Open Market Sale Agreement. Our ability to access remaining capital under our “at-the-market” program may be limited by market conditions at the time of any future potential sale. There can be no assurance that any future capital will be available on acceptable terms or at all under this program.

Repurchase Authorization

On May 9, 2023, the Board approved a repurchase program which authorizes Icahn Enterprises or affiliates of Icahn Enterprises to repurchase up to an aggregate of $500 million worth of any of our outstanding fixed-rate senior notes issued by Icahn Enterprises and Icahn Enterprises Finance Corp. and up to an aggregate of $500 million worth of the depositary units issued by Icahn Enterprises (the "Repurchase Program"), in each case subject to restrictions on use of our cash contained in the indentures governing our indebtedness. The repurchases of senior notes or depositary units may be done for cash from time to time in the open market, through tender offers or in privately negotiated transactions upon such terms and at such prices as management may determine. The authorization of the Repurchase Program is for an indefinite term and does not expire until later terminated by the Board. On November 6, 2024, the Board re-approved the Repurchase Program, and, pursuant to the reapproved Repurchase Program, we were reauthorized to repurchase up to $500 million worth of our outstanding fixed-rate senior notes, in addition to the $269 million we repurchased prior to the Board's reapproval of the Repurchase Program. During the six months ended June 30, 2026, the Company did not repurchase any of the Company's depositary units or fixed-rate senior notes under the Repurchase Program. Repurchased notes are extinguished but not retired when held in treasury. We remain authorized to repurchase up to $450 million of our senior notes and up to $500 million of our outstanding depositary units, in each case subject to restrictions on use of our cash contained in the indentures governing our indebtedness.

Investment Segment Liquidity

In addition to investments by us and Mr. Icahn, the Investment Funds historically have access to significant amounts of cash available from prime brokerage lines of credit, subject to customary terms and market conditions.

Our cash held at consolidated affiliated partnerships balance was $741 million and $746 million as of June 30, 2026 and December 31, 2025, respectively. Cash held at consolidated affiliated partnerships relates to our Investment segment and consists of cash and cash equivalents held by the Investment Funds that, although not legally restricted, are not used for the general operating needs of Icahn Enterprises.

Additionally, our Investment segment liquidity is driven by the investment activities and performance of the Investment Funds. As of June 30, 2026, the Investment Funds had a net short notional exposure of 30%. The Investment Funds' long exposure was 87% (87% long equity) and its short exposure was 117% (99% short equity and 18% short commodity). The notional exposure represents the ratio of the notional exposure of the Investment Funds' invested capital to the net asset value of the Investment Funds at June 30, 2026.

Of the Investment Funds' 87% long exposure, 54% was comprised of the fair value of its long positions and 33% was comprised mostly of single name equity forward and swap contracts. Of the Investment Funds' 117% short exposure, 39% was comprised of the fair value of its short positions and 78% was comprised mostly of short broad market index swap derivative contracts and short commodity contracts.

With respect to both our long positions that are not notionalized (54% long exposure) and our short positions that are not notionalized (39% short exposure), each 1% change in exposure as a result of purchases or sales (assuming no change in value) would have a 1% impact on our cash and cash equivalents (as a percentage of net asset value). Changes in exposure as a result of purchases and sales as well as adverse changes in market value would also have an effect on funds available to us pursuant to prime brokerage lines of credit.

With respect to the notional value of our other long positions (33% long exposure) and short positions (78% short exposure), our liquidity would decrease by the balance sheet unrealized loss if we were to close the positions at quarter end prices. This would be offset by a release of restricted cash balances collateralizing these positions as well as an increase in funds available to us pursuant to certain prime brokerage lines of credit. If we were to increase our short exposure by adding to these short positions, we would be required to provide cash collateral equal to a small percentage of the initial notional value at counterparties that require cash as collateral and then post additional collateral equal to 100% of the mark to market on adverse changes in fair value. For our counterparties who do not require cash collateral, funds available from lines of credit would decrease.

Investment Funds Redemptions

During the six months ended June 30, 2026, Mr. Icahn and his affiliates (excluding us and Brett Icahn) redeemed $175 million from his personal interest in the Investment Funds and the Holding Company redeemed $240 million. In addition, during the six months ended June 30, 2026, the Holding Company redeemed $40 million in securities from the Investment Funds. As of June 30, 2026 and December 31, 2025, the total fair market value of investments in the Investment Funds owned by the Company was approximately $2.0 billion and $2.7 billion, respectively, representing approximately 77% and 75% of the Investment Funds' assets under management as of each respective date.

In July 2026, Mr. Icahn and his affiliates (excluding us and Brett Icahn) notified the Investment Funds of his intention to redeem $275 million from his personal interest in the Investment Funds included in the Investment segment, which is expected to be completed in August of 2026.

Other Segment Liquidity

Segment Cash and Cash Equivalents

Segment cash and cash equivalents (excluding our Investment segment) consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Energy	$ 737	$ 511
Automotive	24	14
Food Packaging	8	9
Real Estate	34	31
Home Fashion	2	4
Pharma	22	26
	$ 827	$ 595

Segment Borrowings and Availability

Segment debt consists of the following:

	June 30, 2026	December 31, 2025
	(in millions)	
Energy	$ 1,783	$ 1,765
Automotive	25	21
Food Packaging	129	142
Real Estate	1	1
Home Fashion	25	23
	$ 1,963	$ 1,952

Energy

In February 2026, CVR Energy completed the issuance of $1 billion aggregate principal amount of senior notes, consisting of $600 million of 7.50% senior notes due February 2031 and $400 million of 7.875% senior notes due February 2034. The proceeds from the issuance of these notes were used to (i) fund the redemption in full of CVR Energy's existing $600 million in aggregate principal amount of 8.50% senior unsecured notes due 2029 at a redemption price equal to 104.250% of the principal amount in February 2026, resulting in a $28 million loss on extinguishment of debt in the six months ended June 30, 2026, (ii) fund the partial redemption of $217 million of CVR Energy's existing $400 million in aggregate principal amount of 5.75% senior unsecured notes due 2028 at par in February 2026, resulting in a less than $1 million loss on extinguishment of debt in the six months ended June 30, 2026, and (iii) repay the aggregate principal balance of CVR Energy's Term Loan, resulting in a $3 million loss on extinguishment of debt in the six months ended June 30, 2026.

In February 2026, CVR Energy and certain of its subsidiaries entered into Amendment No. 5 (the "CVR Energy ABL Amendment") to the Amended and Restated ABL Credit Agreement (the "CVR Energy ABL") with a group of lenders, including Wells Fargo Bank, National Association, a national banking association, as administrative agent, collateral agent and a lender. The CVR Energy ABL Amendment amended the CVR Energy ABL, dated December 20, 2012, to, among other things, (i) increase the aggregate principal amount available under the CVR Energy ABL from $345 million to $550 million, which commitments may be further increased up to $700 million in accordance with the CVR Energy ABL Amendment, (ii) extend the maturity date by an additional three years from June 30 2027, to February 12, 2031, and (iii) make certain amendments to the borrowing base calculation and negative covenants.

As of June 30, 2026, total availability under the CVR Energy ABL and CVR Partners' ABL Credit Agreement (the "CVR Partners ABL") aggregated to $590 million. The CVR Energy ABL had $10 million of letters of credit outstanding as of June 30, 2026. The CVR Energy ABL matures on February 12, 2031, and the CVR Partners ABL matures on September 26, 2028.

Covenants

Refer to our Annual Report on Form 10-K for the year ended December 31, 2025 for information concerning terms, restrictions and covenants pertaining to our subsidiaries' debt. As of June 30, 2026, all of our subsidiaries were in compliance with all debt covenants.

Our segments have additional borrowing availability under certain revolving credit facilities as summarized below:

	June 30, 2026
	(in millions)
Energy	$ 590
Food Packaging	5
Home Fashion	7
	$ 602

The above outstanding debt and additional borrowing availability with respect to each of our continued operating segments reflects third-party obligations.

Consolidated Cash Flows

Our consolidated cash flows are composed of the activities within our Holding Company, Investment segment and other operating segments. Our Holding Company's cash flows are generally driven by cash flows resulting from our subsidiaries' loans, dividends, distributions and contributions, as well as divestitures and acquisitions, equity offerings and debt financings, interest income and expense. Our Investment segment's cash flows are primarily driven by investment transactions, which are included in net cash flows from operating activities due to the nature of its business, as well as contributions to and distributions from Mr. Icahn and his affiliates (including Icahn Enterprises and Icahn Enterprises Holdings) and Brett Icahn, which are included in net cash flows from financing activities. Our other operating segments' cash flows are driven by the activities and performance of each business as well as transactions with our Holding Company, as discussed below.

The following table summarizes cash flow information for Icahn Enterprises' reporting segments and our Holding Company:

	Six Months Ended June 30, 2026 Net Cash Provided By (Used In)			Six Months Ended June 30, 2025 Net Cash Provided By (Used In)		
	Operating Activities	Investing Activities	Financing Activities	Operating Activities	Investing Activities	Financing Activities
Holding Company	$ (176)	$ 93	$ (377)	$ (149)	$ 80	$ (239)
Investment	414	—	(415)	256	—	(216)
Other Operating Segments:						
Energy	371	(86)	(59)	(19)	(267)	(105)
Automotive	(73)	(68)	152	(35)	(42)	(8)
Food Packaging	(28)	(16)	43	4	(16)	17
Real Estate	7	(17)	15	26	23	(60)
Home Fashion	(5)	1	1	(2)	(5)	5
Pharma	(2)	—	(2)	12	2	(23)
Other operating segments	270	(186)	150	(14)	(305)	(174)
Total before eliminations	508	(93)	(642)	93	(225)	(629)
Eliminations	5	(93)	88	—	(79)	79
Consolidated	$ 513	$ (186)	$ (554)	$ 93	$ (304)	$ (550)

Eliminations

Eliminations in the table above relate to certain of our Holding Company's transactions with our Investment and other operating segments. Our Holding Company's net (investments in) distributions from the Investment Funds, when applicable, are included in cash flows from investing activities for our Holding Company and cash flows from financing activities for our Investment segment. Similarly, our Holding Company's net distributions from (investments in) our other operating segments are included in cash flows from investing activities for our Holding Company and cash flows from financing activities for our other operating segments.

Holding Company

	Six Months Ended June 30,	
	2026	2025
Operating Activities:		
Cash payments for interest on senior notes	$ (171)	$ (165)
Interest and dividend income	14	32
Net cash receipts for income taxes, net of payments	(3)	—
Operating costs and other	(16)	(16)
	$ (176)	$ (149)
Investing Activities:		
Distributions from the Investment Funds	$ 240	$ —
Cash from operating segments	29	131
Cash to operating segments	(176)	(52)
Other, net	—	1
	$ 93	$ 80
Financing Activities:		
Partnership contributions	$ —	$ 34
Partnership distributions	(106)	(154)
Repurchase of senior notes held in treasury	—	(32)
Repayments and repurchases of Holding Company senior notes	(240)	(87)
Payments to acquire additional interests in subsidiaries	(31)	—
	$ (377)	$ (239)
(Decrease) increase in cash and cash equivalents and restricted cash and restricted cash equivalents	$ (460)	$ (308)

Operating transactions with subsidiaries includes the reimbursement of operating expenses to our Investment segment based on an expense-sharing agreement.

Distributions paid from the Investment Funds include a distribution paid, which includes payment to the Holding Company, and are eliminated in consolidation.

Cash from operating segments is made up of dividends, distributions, and repayments of intercompany loans that are eliminated in consolidation. During the six months ended June 30, 2026, this includes cash from our Real Estate segment of $13 million, cash from our Energy segment of $8 million, cash from our Investment segment of $5 million, cash from our Pharma segment of $2 million and cash from our Home Fashion segment of $1 million.

Cash to operating segments is made up of intercompany loans and contributions to operating segments that are eliminated in consolidation. During the six months ended June 30, 2026, changes in cash to operating segments was mainly attributable to cash paid to our Automotive segment of $150 million and our Real Estate segment of $26 million.

Payments to acquire additional interests in subsidiaries represent payments to acquire additional interests in CVR Energy of $16 million and the private placement of Viskase of $15 million.

Subsidiary Dividends

For the second quarter of 2026, CVR Energy declared a cash dividend of $0.10 per share, which is payable August 17, 2026, to shareholders of record as of August 10, 2026. Our portion of the dividend is estimated to be approximately $7 million in cash. Additionally, for the second quarter of 2026, CVR Partners declared a distribution of $6.08 per common unit, or approximately $64 million, which is payable August 17, 2026 to unitholders of record as of August 10, 2026. Our portion of the dividend is estimated to be approximately $2 million in cash.

Investment Segment

Our Investment segment's cash flows from operating activities for the comparable periods were attributable to its net investment transactions.

Other Operating Segments

	Six Months Ended June 30,	
	2026	**2025**
Operating Activities:		
Net cash flow from operating activities before changes in operating assets and liabilities	$ 197	$ (166)
Changes in operating assets and liabilities	73	152
	$ 270	$ (14)
Investing Activities:		
Capital expenditures	$ (194)	$ (184)
Turnaround expenditures	(1)	(191)
Proceeds from sale of assets	4	52
Proceeds from sale of equity method investments	—	9
Return of equity method investment	5	5
Other	—	4
	$ (186)	$ (305)
Financing Activities:		
Proceeds from other borrowings	$ 1,004	$ 12
Repayments of other borrowings	(983)	(87)
Dividends and distributions to non-controlling interests	(31)	(31)
Proceeds from reverse recapitalization	40	—
Cash from Holding Company	176	52
Cash to Holding Company	(24)	(131)
Payments to acquire additional interests in consolidated subsidiaries	15	15
Other	(47)	(4)
	$ 150	$ (174)
Effect of exchange rate changes on cash and cash equivalents and restricted cash and restricted cash equivalents	—	—
Decrease (increase) in cash and cash equivalents and restricted cash and restricted cash equivalents	$ 234	$ (493)

Our other operating segments' cash flows from operating activities before changes in operating assets and liabilities were primarily attributable to the results of our Energy segment during both periods. The change in cash flows from operating activities for the six months ended June 30, 2026 as compared to the comparable prior year was primarily due to an increase in the operating results of our Energy segment.

Capital expenditures and turnaround expenditures are primarily from our Energy and Automotive segments and are primarily for maintenance and growth, including the planned maintenance of one of the Energy segment's refineries in the comparable prior year period.

Proceeds from other borrowings are related to our Energy segment's issuance of $1 billion aggregate principal amount of notes, consisting of $600 million of 7.50% senior notes due February 2031 and $400 million of 7.875% senior notes due February 2034.

Repayments of other borrowings are primarily related to our Energy segment's principal payments of $817 million on its senior notes due 2029 and senior notes due 2028 and principal payments of $157 million on the Term Loan during 2026.

Cash from Holding Company is made up of intercompany loans and contributions between our Holding Company and subsidiaries that are eliminated in consolidation. During the six months ended June 30, 2026, changes in cash to operating segments was mainly attributable to cash paid to our Automotive segment of $150 million and our Real Estate segment of $26 million.

Cash to Holding Company is made up of dividends, distributions, and repayments of intercompany loans that are eliminated in consolidation. During the six months ended June 30, 2026, this includes cash distributions paid from our Real Estate segment of $13 million, cash paid from our Energy segment of $8 million, cash paid from our Pharma segment of $2 million, and cash paid from our Home Fashion segment of $1 million.

Proceeds from the acquisition of additional interests in consolidated subsidiaries are related to the Food Packaging private placement of $15 million.

Consolidated Capital Expenditures

There have been no material changes to our planned capital expenditures as compared to the estimated capital expenditures for 2026 reported in our Annual Report on Form 10-K for the year ended December 31, 2025.

Critical Accounting Estimates

The critical accounting estimates used in the preparation of our condensed consolidated financial statements that we believe affect our more significant judgments and estimates used in the preparation of our condensed consolidated financial statements presented in this Report are described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in the Notes to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025.

Recently Issued Accounting Standards

Refer to Note 2, "Basis of Presentation and Summary of Significant Accounting Policies," to the condensed consolidated financial statements for a discussion of recent accounting pronouncements applicable to us.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Except as discussed below, information about our quantitative and qualitative disclosures about market risk did not differ materially from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025.

Market Risk

Our predominant exposure to market risk is related to our Investment segment and the sensitivities to movements in the fair value of the Investment Funds' investments.

Investment

The fair value of the financial assets and liabilities of the Investment Funds primarily fluctuates in response to changes in the value of securities. The net effect of these fair value changes impacts the net gains from investment activities in our condensed consolidated statements of operations. The Investment Funds' risk is regularly evaluated and is managed on a position basis as well as on a portfolio basis. Senior members of our investment team meet on a regular basis to assess and review certain risks, including concentration risk, correlation risk and credit risk for significant positions. Certain risk metrics and other analytical tools are used in the normal course of business by the Investment segment.

The Investment Funds hold investments that are reported at fair value as of the reporting date, which include securities owned, securities sold, not yet purchased and derivatives as reported on our condensed consolidated balance sheets. Based on their respective balances as of June 30, 2026, we estimate that in the event of a 10% adverse change in the fair value of these investments, the fair values of securities owned, securities sold, not yet purchased and derivatives would be negatively impacted by approximately $139 million, $100 million and $285 million, respectively. However, as of June 30, 2026, we estimate that the impact to our share of the net gain (loss) from investment activities reported in our condensed consolidated statement of operations would be less than the change in fair value since we have an interest of approximately 77% in the Investment Funds.

Item 4. Controls and Procedures

As of June 30, 2026, our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of Icahn Enterprises' and subsidiaries' disclosure controls and procedures pursuant to the Rule 13a-15(e) and 15d-15(e) promulgated under the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and include controls and procedures designed to ensure that information required to be disclosed by us in such reports is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are, and will continue to be, subject to litigation from time to time in the ordinary course of business. Refer to Note 17, "Commitments and Contingencies" to the condensed consolidated financial statements, which is incorporated by reference into this Part II, Item 1 of this Report, for information regarding our lawsuits and proceedings. Except for the lawsuits and proceedings disclosed in Note 17, there were no material changes to our lawsuits and proceedings as compared to those reported in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 1A. Risk Factors

Investing in our securities involves certain risks. Before investing in any of our securities, you should carefully consider the following risks. If any of these risks actually occurs, it could have a material adverse effect on our business. The risks described below are not the only risks that affect our businesses. Additional risks that are unknown or not presently deemed significant may also have a material adverse effect on our businesses.

Risks Relating to Our Structure

Our general partner, and its control person, has significant influence over us, and sales by our controlling unitholder pursuant to a margin call or otherwise could cause our unit price or the value of our assets in the Investment Funds to decline or otherwise impact our liquidity.

Mr. Icahn, through affiliates, owns 100% of Icahn Enterprises GP, the general partner of Icahn Enterprises, and approximately 87% of Icahn Enterprises' outstanding depositary units as of June 30, 2026, and, as a result, has the ability to influence many aspects of our operations and affairs.

Mr. Icahn's estate plan has been designed to assure the stability and continuation of Icahn Enterprises and to minimize the need to monetize his interests for estate tax or other purposes. In the event of Mr. Icahn's death, a substantial majority of Mr. Icahn's interests in Icahn Enterprises and its general partner are expected to pass to trusts or charitable organizations that will be under the control of a group that will include Icahn family members and current or former senior Icahn Enterprises executives. However, there can be no assurance that such planning will be effective. Furthermore, if upon Mr. Icahn's death control of Icahn Enterprises GP is not given to Brett Icahn, Brett Icahn will have the right to terminate the manager agreement between Brett Icahn and Icahn Enterprises. In addition, it is currently anticipated that Brett Icahn will succeed Carl Icahn as Chairman of the board of Icahn Enterprises GP and as Chief Executive Officer of the Investment segment following the end of the 7-year term of the manager agreement or earlier if Carl Icahn should so determine.

In addition, in past years through the present, Mr. Icahn from time to time has had and currently has borrowings from lenders and has pledged assets he owns personally, directly or through his affiliates, to secure these loans, which pledged assets include Icahn Enterprises depositary units and interests in the Investment Funds. The number of depositary units and the amount of interests in the Investment Funds owned personally by Mr. Icahn, directly or through his affiliates, pledged to secure these loans has been substantial and has fluctuated over time as a result of the amount of outstanding principal amount of the loans, the market price of the depositary units, the value of the Investment Fund interests, and other factors. As of June 30, 2026, Mr. Icahn and his affiliates have pledged 618,393,343 depositary units and approximately $330 million of interests in the Investment Funds. Mr. Icahn amended and restated his loan agreements in July of 2023 (as amended and restated, the "Loan Agreement"). On August 13, 2025, Mr. Icahn and his affiliates entered into Amendment No. 3 to the Loan Agreement ("Amendment No. 3"). Among other changes, Amendment No. 3 extended the maturity of the Loan Agreement to July 2028 and correspondingly extended the payment due dates under the Loan Agreement and amended certain covenants. In connection with Amendment No. 3, Mr. Icahn paid approximately $300 million to the principal of the loan. As of the date of Amendment No. 3, in connection with the Loan Agreement, Mr. Icahn has pledged (i) depositary units of IEP owned by Mr. Icahn, (ii) interests owned by Mr. Icahn in the Investment Funds, and (iii) certain other collateral unrelated to IEP or the Investment Funds. Neither IEP nor any of its subsidiaries is a party to the Loan Agreement or the amendments to the Loan Agreement. The terms of the Loan Agreement require that distributions paid upon, or proceeds from sales of, pledged depositary units be used to prepay the loans or be pledged as additional collateral. Pursuant to the terms of the Loan Agreement, a margin call may only be triggered in the event that the loan-to-value ratio set forth in the Loan Agreement is not maintained.

For purposes of the loan-to-value ratio set forth in the Loan Agreement, the value of the pledged depositary units is calculated based upon the Company's indicative net asset value rather than the market price of the depositary units. As a result, a continued decline in the Company's indicative net asset value, or the value of the interests in the Investment Funds, could result in margin calls. Declines in the trading price of the Company's depositary units do not require Mr. Icahn to deposit additional funds or securities with the lenders or suffer foreclosure on or a forced sale of Mr. Icahn's depositary units or other assets. While we are confident in our investment strategy and ability to continue to grow our investment portfolio through a refocused activist strategy, and in the effectiveness of our hedges, which are designed to avoid fluctuations in the value of our portfolio, successful execution of our activist investment activities and other aspects of our business involves many risks (including those set forth herein), some of which are out of our control, and our net asset value has declined significantly in recent periods.

Mr. Icahn may sell depositary units or make withdrawals from the Investment Funds in order to satisfy payment obligations under the Loan Agreement. Mr. Icahn has made withdrawals from the Investment Funds in recent months, and may make additional withdrawals in the future, in order to repay a portion of his loans and for other purposes. In the event Mr. Icahn makes withdrawal requests from the Investment Funds, the Investment Funds may satisfy such withdrawal requests with cash or cash equivalents on hand, proceeds from sales of assets held by the Investment Funds or capital contributions from the Company, which could adversely affect the value of the assets held by the Investment Funds as well as the liquidity available to the Company.

The affirmative vote of unitholders holding more than 75% of the total number of all depositary units then outstanding, including depositary units held by Icahn Enterprises GP and its affiliates, is required to remove Icahn Enterprises GP as the general partner of Icahn Enterprises. Mr. Icahn, through affiliates, holds approximately 87% of Icahn Enterprises' outstanding depositary units. If sales of depositary units held by Mr. Icahn and his affiliates, as a result of a margin call, foreclosure, changes in tax laws, changes to his estate, or otherwise, were to cause Mr. Icahn and his affiliates to no longer hold at least 25% of the outstanding depositary units, Icahn Enterprises GP could potentially be removed as the general partner of Icahn Enterprises without Mr. Icahn's consent.

Sales of a substantial number of depositary units held by Mr. Icahn and his affiliates could have a negative impact on the market price of our depositary units. Likewise, the market may anticipate sales by Mr. Icahn or his estate even if Mr. Icahn or his estate is not selling, or has no plans to sell, depositary units.

We have engaged, and in the future may engage, in transactions with our affiliates.

We have invested and may in the future invest in entities in which Mr. Icahn also invests. We also have purchased and may in the future purchase entities or investments from him or his affiliates. Although Icahn Enterprises GP has never received fees in connection with our investments, our partnership agreement allows for the payment of these fees. Mr. Icahn may pursue other business opportunities in industries in which we compete and there is no requirement that any additional business opportunities be presented to us. We continuously identify, evaluate and engage in discussions concerning potential investments and acquisitions, including potential investments in and acquisitions of affiliates of Mr. Icahn. There cannot be any assurance that any potential transactions that we consider will be completed.

We are subject to the risk of becoming an investment company.

Because we are a holding company and a significant portion of our assets may, from time to time, consist of investments in companies in which we own less than a 50% interest, we run the risk of inadvertently becoming an investment company that is required to register under the Investment Company Act. Events beyond our control, including significant appreciation or depreciation in the market value of certain of our publicly traded holdings or adverse developments with respect to our ownership of certain of our subsidiaries, could result in our inadvertently becoming an investment company that is required to register under the Investment Company Act. Transactions involving the sale of certain assets could result in our being considered an investment company. Following such events or transactions, an exemption under the Investment Company Act would provide us up to one year to take steps to avoid becoming classified as an investment company. We expect to take steps to avoid becoming classified as an investment company, but no assurance can be made that we will successfully be able to take the steps necessary to avoid becoming classified as an investment company.

If we are unsuccessful, then we will be required to register as a registered investment company and will be subject to extensive, restrictive and potentially adverse regulations relating to, among other things, operating methods, management, capital structure, dividends and transactions with affiliates. Registered investment companies are not permitted to operate their business in the manner in which we currently operate our business, nor are registered investment companies permitted to have many of the relationships that we have with our affiliated companies. In addition, if we become required to register under the Investment Company Act, it is likely that we would be treated as a corporation for U.S. federal income tax purposes and would be subject to the tax consequences described below under the caption, "We may become taxable as a corporation if we are no longer treated as a partnership for U.S. federal income tax purposes."

If it were established that we were an investment company and did not register as an investment company when required to do so, there would be a risk, among other material adverse consequences, that we could become subject to monetary penalties or injunctive relief, or both, in an action brought by the SEC, that we would be unable to enforce contracts with third parties or that third parties could seek to obtain rescission of transactions with us undertaken during the period it was established that we were an unregistered investment company.

We may structure transactions in a less advantageous manner to avoid becoming subject to the Investment Company Act.

In order not to become an investment company required to register under the Investment Company Act, we monitor the value of our investments and structure transactions with an eye toward the Investment Company Act. As a result, we may structure transactions in a less advantageous manner than if we did not have Investment Company Act concerns, or we may avoid otherwise economically desirable transactions due to those concerns.

We may become taxable as a corporation if we are no longer treated as a partnership for U.S. federal income tax purposes.

We believe that we have been and are properly treated as a partnership for U.S. federal income tax purposes. This allows us to pass through our income and deductions to our partners. However, the Internal Revenue Service ("IRS") could challenge our partnership status and we could fail to qualify as a partnership for past years as well as future years. Qualification as a partnership involves the application of highly technical and complex provisions of the Internal Revenue Code, as amended. For example, a publicly traded partnership is generally taxable as a corporation unless 90% or more of its gross income is "qualifying" income, which includes interest, dividends, oil and gas revenues and certain other income from minerals, natural resources and specified energy resources, real property rents, gains from the sale or other disposition of real property, gain from the sale or other disposition of capital assets held for the production of interest or dividends, and certain other items. We believe that in all prior years of our existence at least 90% of our gross income was "qualifying" income and we intend to structure our business in a manner such that at least 90% of our gross income will constitute "qualifying" income this year and in the future. However, there can be no assurance that such structuring will be effective in all events to avoid the receipt of more than 10% of non-qualifying income. We have repurchased certain of our outstanding senior notes, and the board of directors has approved the repurchase by the Company of up to an additional $500 million of our outstanding senior notes, and if such debt is repurchased at a discount, we may recognize cancellation of indebtedness ("COD") income, which, in some circumstances, may not be considered "qualifying" income. If less than 90% of our gross income constitutes "qualifying" income, we may be subject to corporate tax on our net income plus possible state taxes. Further, if less than 90% of our gross income constituted "qualifying" income for past years, we may be subject to corporate level tax plus interest and possibly penalties. In addition, if we become required to register under the Investment Company Act, it is likely that we would be treated as a corporation for U.S. federal income tax purposes. The cost of paying federal and possibly state income tax, either for past years or going forward could be a significant liability and would reduce our funds available to make distributions to holders of units, and to make interest and principal payments on our debt securities. To meet the "qualifying" income test, we may structure transactions in a manner which is less advantageous than if this were not a consideration, or we may avoid otherwise economically desirable transactions.

We may be negatively impacted by the potential for changes in tax laws.

Our investment strategy considers various tax related impacts. Past or future legislative proposals have been or may be introduced that, if enacted, could have a material and adverse effect on us. For example, past proposals have included taxing publicly traded partnerships, such as us, as corporations and introducing substantive changes to the definition of "qualifying" income, which could make it more difficult or impossible for us to meet the exception that allows publicly traded partnerships generating "qualifying" income to be treated as partnerships (rather than corporations) for U.S. federal income tax purposes. If certain proposals were enacted, Mr. Icahn or his estate could become subject to additional U.S. federal income tax. The imposition of such additional tax, or the potential for such additional tax to be implemented, may result in Mr. Icahn or his estate selling our depositary units. Further, the market may anticipate sales by Mr. Icahn or his estate even if Mr. Icahn or his estate is not selling, or has no plans to sell, our depositary units.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted in the United States. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework, and the restoration of tax treatment for certain business provisions. As regulations in respect of OBBBA develop in the future, we will continue to assess the impact on us.

The Organization for Economic Cooperation and Development ("OECD") has published "Pillar Two" model rules, which adopt a 15% global corporate minimum tax for multinational enterprises with average revenues in excess of €750 million. Countries may implement the OECD Pillar Two model rules as issued, in a modified form or not at all. A number of countries have passed legislation enacting certain parts of the OECD's Pillar Two model rules effective as of January 1, 2024 and January 1, 2025. OECD Pillar Two could have a material impact on our effective tax rate and result in higher cash tax liabilities depending on which countries enact minimum tax legislation and in what manner. We are continuing to evaluate the Pillar Two model rules and related developments and their potential impact on future periods, including the side-by-side safe harbor package for U.S.-based multinationals released by the OECD/G20 Inclusive Framework in January 2026, which offers a streamlined compliance pathway for large multinational enterprises.

Holders of depositary units may be required to pay tax on their share of our income even if they did not receive cash distributions from us.

Because we are treated as a partnership for income tax purposes, unitholders generally are required to pay U.S. federal income tax, and, in some cases, state or local income tax, on the portion of our taxable income allocated to them, whether or not such income is distributed. Accordingly, it is possible that holders of depositary units may not receive cash distributions from us equal to their share of our taxable income, or even equal to their tax liability on the portion of our income allocated to them.

Tax gain or loss on the disposition of our depositary units could be more or less than expected.

If our unitholders sell their units, they will recognize a gain or loss equal to the difference between the amount realized and their tax basis in those units. Any distributions to our unitholders that were in excess of the total net taxable income our unitholders were allocated for a unit will decrease their tax basis in that unit. As a result of the reduced basis, a unitholder will recognize a greater amount of income if the unit is later sold for an amount greater than such unit's basis. A portion of the amount realized, whether or not representing gain, may be ordinary income to the selling unitholder due to potential recapture items. In addition, because the amount realized includes a unitholder's share of our nonrecourse liabilities, a unitholder who sells units may incur a tax liability in excess of the amount of cash received from the sale.

Tax-exempt entities may recognize unrelated business taxable income they receive from holding our units, and may face other unique issues specific to their U.S. federal income tax classification.

Investment in units by tax-exempt entities, such as individual retirement accounts (known as IRAs), pension plans, and non-U.S. persons raises issues unique to them. For example, some portion of our income allocated to organizations exempt from U.S. federal income tax, particularly income arising from our debt-financed transactions, will likely be unrelated business taxable income and will be taxable to them.

Non-U.S. persons may be subject to withholding regimes and U.S. federal income tax on certain income they may earn from holding or disposing of our units.

Distributions to non-U.S. persons will be reduced by withholding taxes at the highest applicable effective tax rate, and non-U.S. persons will be required to file U.S. federal income tax returns and pay tax on their share of our taxable income. Withholding taxes may also apply to proceeds received from a sale, exchange or other disposition of our units.

We may be liable for any underwithholding by nominees on our distributions or on transfers of our units made after January 1, 2023.

For distributions made after January 1, 2023, a publicly traded partnership must post on its primary public website (and keep accessible for ten years), and deliver to any registered holder that is a nominee, a qualified notice that states the amount of a distribution that is attributable to each type of income group specified in the final regulations published by the IRS on November 30, 2020. If the qualified notice is incorrect such that it causes a broker to underwithhold with respect to an amount in excess of cumulative net income, the publicly traded partnership is liable for any underwithholding on such amount.

For transfers, including a sale, exchange or other disposition of units, that occur on or after January 1, 2023, a publicly traded partnership may be liable for any underwithholding by a broker that relies on a qualified notice for which the publicly traded partnership failed to make a reasonable estimate of the amounts required for determining the applicability of the "10 percent exception." The "10 percent exception" applies if, either (1) the publicly traded partnership was not engaged in a U.S. trade or business during a specified time period, or (2) upon a hypothetical sale of the publicly traded partnership's assets at fair market value, (i) the amount of net gain that would have been effectively connected with the conduct of a U.S. trade or business would be less than 10% of the total net gain, or (ii) no gain would have been effectively connected with the conduct of a U.S. trade or business.

Our unitholders likely will be subject to state and local taxes and return filing or withholding requirements in states in which they do not live as a result of investing in our units.

In addition to U.S. federal income taxes, our unitholders will likely be subject to other taxes, such as state and local income taxes, unincorporated business taxes and estate, inheritance, or intangible taxes that are imposed by the various jurisdictions in which we do business or own property. Our unitholders may be required to file state and local income tax returns and pay state and local income taxes in certain of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. We own property and conduct business in Florida, Massachusetts, Nevada and New York. It is each unitholder's responsibility to file all federal, state and local tax returns. Our counsel has not rendered an opinion on the state and local tax consequences of an investment in our units.

We prorate our items of income, gain, loss and deduction between transferors and transferees of our units based upon the ownership of our units on the first business day of each month, instead of on the basis of the date a particular unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.

We prorate our items of income, gain, loss and deduction between transferors and transferees of our units based upon the ownership of our units on the first business day of each month, instead of on the basis of the date a particular unit is transferred. The U.S. Treasury Department adopted final Treasury regulations that provide that publicly traded partnerships may use a similar monthly simplifying convention to allocate tax items among transferor and transferee unitholders. Nonetheless, the final regulations do not specifically authorize the use of the proration method we have adopted. If the IRS were to challenge this method, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders.

A unitholder whose units are loaned to a "short seller" to cover a short sale of units may be considered as having disposed of those units. If so, such unitholder would no longer be treated for U.S. federal income tax purposes as a partner with respect to those units during the period of the loan and may recognize gain or loss from the disposition.

Because a unitholder whose units are loaned to a "short seller" to cover a short sale of units may be considered as having disposed of the loaned units, he or she may no longer be treated for U.S. federal income tax purposes as a partner with respect to those units during the period of the loan to the short seller and the unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan to the short seller, any of our income, gain, loss or deduction with respect to those units may not be reportable by the unitholder and any cash distributions received by the unitholder as to those units could be fully taxable as ordinary income. Our counsel has not rendered an opinion regarding the treatment of a unitholder where units are loaned to a short seller to cover a short sale of units; therefore, unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their units.

If the IRS makes audit adjustments to our income tax returns for tax years beginning after 2017, it (and some states) may collect any resulting taxes (including any applicable penalties and interest) directly from us, in which case our cash available to service debt or pay distributions to our unitholders, could be substantially reduced.

With respect to tax years beginning after December 31, 2017, if the IRS makes audit adjustments to our income tax returns, it (and some states) may assess and collect any resulting taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from us. Generally, we will have the option to seek to collect tax liability from our unitholders in accordance with their percentage interests during the year under audit, but there can be no assurance that we will elect to do so or be able to do so under all circumstances. If we do not collect such tax liability from our unitholders in accordance with their percentage interests in the tax year under audit, our net income and the available cash for quarterly distributions to current unitholders may be substantially reduced. Accordingly, our current unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such unitholders did not own units during the tax year under audit. In particular, as a publicly traded partnership, our Partnership Representative (as defined below) may, in certain instances, request that any "imputed underpayment" resulting from an audit be adjusted by amounts of certain of our passive losses. If we successfully make such a request, we would have to reduce suspended passive loss carryovers in a manner which is binding on the partners.

We are required to and have designated a partner, or other person, with a substantial presence in the United States as the partnership representative ("Partnership Representative"). The Partnership Representative will have the sole authority to act on our behalf for purposes of, among other things, U.S. federal income tax audits and judicial review of administrative adjustments by the IRS. Any actions taken by us or by the Partnership Representative on our behalf with respect to, among other things, U.S. federal income tax audits and judicial review of administrative adjustments by the IRS, will be binding on us and our unitholders.

We may be subject to the pension liabilities of our affiliates.

Mr. Icahn, through certain affiliates, owns 100% of Icahn Enterprises GP and approximately 87% of Icahn Enterprises' outstanding depositary units as of June 30, 2026. Applicable pension and tax laws make each member of a "controlled group" of entities, generally defined as entities in which there is at least an 80% common ownership interest, jointly and severally liable for certain pension plan obligations of any member of the controlled group. These pension obligations include ongoing contributions to fund the plan, as well as liability for any unfunded liabilities that may exist at the time the plan is terminated. In addition, the failure to pay these pension obligations when due may result in the creation of liens in favor of the pension plan or the Pension Benefit Guaranty Corporation (the "PBGC") against the assets of each member of the controlled group.

As a result of the more than 80% ownership interest in us by Mr. Icahn's affiliates, we and our subsidiaries are subject to the pension liabilities of entities in which Mr. Icahn has a direct or indirect ownership interest of at least 80%, which includes the liabilities of pension plans sponsored by Viskase (and, prior to their termination, of ACF Industries LLC ("ACF"), as further described below). All the minimum funding requirements of the Internal Revenue Code, as amended, and the Employee Retirement Income Security Act of 1974, as amended, for the Viskase plans have been met as of June 30, 2026. If the plans were voluntarily terminated, the Viskase plan would be underfunded by approximately $18 million as of June 30, 2026. These results are based on the most recent information provided by the plans' actuaries. These liabilities could increase or decrease, depending on a number of factors, including future changes in benefits, investment returns, and the assumptions used to calculate the liability. As members of the controlled group, we would be liable for any failure of Viskase to make ongoing pension contributions or to pay the unfunded liabilities upon a termination of the Viskase pension plans. In addition, other entities now or in the future within the controlled group in which we are included may have pension plan obligations that are, or may become, underfunded and we would be liable for any failure of such entities to make ongoing pension contributions or to pay the unfunded liabilities upon termination of such plans.

The current underfunded status of the pension plans of Viskase requires them to notify the PBGC of certain "reportable events," such as if we cease to be a member of the Viskase controlled group, or if we make certain extraordinary dividends or stock redemptions. The obligation to report could cause us to seek to delay or reconsider the occurrence of such reportable events.

Starfire Holding Corporation ("Starfire"), which is 99.6% owned by Mr. Icahn as of June 30, 2026, has undertaken to indemnify us and our subsidiaries from losses resulting from any imposition of certain pension funding or termination liabilities that may be imposed on us and our subsidiaries or our assets as a result of being a member of the Icahn controlled group, including ACF. The Starfire indemnity provides, among other things, that so long as such contingent liabilities exist and could be imposed on us, Starfire will not make any distributions to its stockholders that would reduce its net worth to below $250 million. Nonetheless, Starfire may not be able to fund its indemnification obligations to us.

With respect to the ACF pension plans, on January 31, 2025, the Executive Committee of ACF approved a resolution to terminate its qualified pension plans, which were frozen and no longer accrued benefits. As of December 31, 2024, the fair value of this plan's assets exceeded its benefit obligations. The termination of the plan was effective January 31, 2025.

We are a limited partnership and a "controlled company" within the meaning of the Nasdaq rules and as such are exempt from certain corporate governance requirements.

We are a limited partnership and "controlled company" pursuant to Rule 5615(c) of the Nasdaq listing rules. As such we have elected, and intend to continue to elect, not to comply with certain corporate governance requirements of the Nasdaq listing rules, including the requirements that a majority of the board of directors consist of independent directors and that independent directors determine the compensation of executive officers and the selection of nominees to the board of directors. We do not maintain a compensation or nominating committee and do not have a majority of independent directors. Accordingly, while we remain a controlled company and during any transition period following a time when we are no longer a controlled company, the Nasdaq listing rules do not provide the same corporate governance protections applicable to stockholders of companies that are subject to all of the Nasdaq listing requirements.

Certain members of our management team may be involved in other business activities that may involve conflicts of interest.

Certain individual members of our management team may, from time to time, be involved in the management of other businesses, including those owned or controlled by Mr. Icahn and his affiliates. Accordingly, these individuals may focus a portion of their time and attention on managing these other businesses. Conflicts may arise in the future between our interests and the interests of the other entities and business activities in which such individuals are involved.

Holders of Icahn Enterprises' depositary units have limited voting rights, including rights to participate in our management.

Our general partner manages and operates Icahn Enterprises. Unlike the holders of common stock in a corporation, holders of Icahn Enterprises' outstanding depositary units have only limited voting rights on matters affecting our business. Holders of depositary units have no right to elect the general partner on an annual or other continuing basis, and our general partner generally may not be removed except pursuant to the vote of the holders of not less than 75% of the outstanding depositary units. In addition, removal of the general partner may result in a default under the indentures governing our senior notes. As a result, holders of our depositary units have limited say in matters affecting our operations and others may find it difficult to attempt to gain control or influence our activities.

Holders of Icahn Enterprises' depositary units may not have limited liability in certain circumstances and may be personally liable for the return of distributions that cause our liabilities to exceed our assets.

We conduct our businesses through Icahn Enterprises Holdings in several states. Maintenance of limited liability will require compliance with legal requirements of those states. We are the sole limited partner of Icahn Enterprises Holdings. Limitations on the liability of a limited partner for the obligations of a limited partnership have not clearly been established in several states. If it were determined that Icahn Enterprises Holdings has been conducting business in any state without compliance with the applicable limited partnership statute or the possession or exercise of the right by the partnership, as limited partner of Icahn Enterprises Holdings, to remove its general partner, to approve certain amendments to the Icahn Enterprises Holdings partnership agreement or to take other action pursuant to the Icahn Enterprises Holdings partnership agreement, constituted "control" of Icahn Enterprises Holdings' business for the purposes of the statutes of any relevant state, Icahn Enterprises and/or its unitholders, under certain circumstances, might be held personally liable for Icahn Enterprises Holdings' obligations to the same extent as our general partner. Further, under the laws of certain states, Icahn Enterprises might be liable for the amount of distributions made to Icahn Enterprises by Icahn Enterprises Holdings.

Holders of Icahn Enterprises' depositary units may also be required to repay Icahn Enterprises amounts wrongfully distributed to them. Under Delaware law, we may not make a distribution to holders of our depositary units if the distribution causes our liabilities to exceed the fair value of our assets. Liabilities to partners on account of their partnership interests and nonrecourse liabilities are not counted for purposes of determining whether a distribution is permitted. Delaware law provides that a limited partner who receives such a distribution and knew at the time of the distribution that the distribution violated Delaware law will be liable to the limited partnership for the distribution amount for three years from the distribution date.

Additionally, under Delaware law an assignee who becomes a substituted limited partner of a limited partnership is liable for the obligations, if any, of the assignor to make contributions to the partnership. However, such an assignee is not obligated for liabilities unknown to him or her at the time he or she became a limited partner if the liabilities could not be determined from the partnership agreement.

Since we are a limited partnership, you may not be able to pursue legal claims against us in U.S. federal courts.

We are a limited partnership organized under the laws of the state of Delaware. Under the federal rules of civil procedure, you may not be able to sue us in federal court on claims other than those based solely on federal law, because of lack of complete diversity. Case law applying diversity jurisdiction deems us to have the citizenship of each of our limited partners. Because we are a publicly traded limited partnership, it may not be possible for you to sue us in a federal court because we have citizenship in all 50 U.S. states and operations in many states. Accordingly, you will be limited to bringing any claims in state court.

We have become subject to, and may in the future be subject to, short selling strategies driving down the market price of our depositary units and increasing the volatility of the trading market for our depositary units, as well as regulatory investigations and litigation.

On May 2, 2023, a firm published a report making allegations about the Company in an attempt to drive down the market price of our depositary units, and the price of our depositary units declined significantly after the publication of this report, has continued to trade at lower prices than before the report, and the market for our depositary units has been highly volatile since the publication of the report. Short selling is the practice of selling securities that the seller does not own but may have borrowed with the intention of buying identical securities back at a later date. The short seller hopes to profit from a decline in the value of the securities between the time the securities are borrowed and the time they are replaced. As it is in the short seller's best interests for the price of the securities to decline, many short sellers (sometimes known as "disclosed shorts") publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects to create negative market momentum. Although traditionally these disclosed shorts were limited in their ability to access mainstream business media or to otherwise create negative market rumors, the rise of the Internet and technological advancements regarding document creation, videotaping and publication by weblog have allowed many disclosed shorts to publicly attack a company's credibility, strategy and veracity by means of so-called "research reports" that mimic the type of investment analysis performed by large Wall Street firms and independent research analysts. These short attacks have, in the past, led to selling of securities in the market. Further, these short seller publications are not regulated by any governmental, self-regulatory organization or other official authority in the U.S. and they are not subject to certification requirements imposed by the SEC. Companies that are subject to unfavorable allegations, even if untrue, may have to expend a significant amount of resources to investigate such allegations and/or defend themselves, including securityholder suits against the company that may be prompted by such allegations, and we have already expended significant resources and management time in response to the short seller report. As further described below, as a result of the short seller report, we have become the subject of suits and government inquiries prompted by the allegations made by the short seller, and future short seller reports could prompt additional lawsuits or investigations.

We have received previously, and may receive in the future securities class action lawsuits, derivative complaints, or inquiries from the SEC, the U.S. Attorney's office, or other regulators. Such actions and investigations could result in administrative orders against us, the imposition of penalties and/or fines against us, damages awards against us, and/or the imposition of sanctions against certain of the Company's current or former officers, directors and/or employees. Resolution of these types of matters can be prolonged and costly, and the ultimate results or judgments are uncertain due to the inherent uncertainty in the outcomes of litigation and other proceedings.

Risks Relating to Liquidity and Capital Requirements

We are a holding company and depend on the businesses of our subsidiaries to satisfy our obligations.

We are a holding company. In addition to cash and cash equivalents, U.S. government and agency obligations, marketable equity and debt securities and other short-term investments, our assets consist primarily of investments in our subsidiaries. Moreover, if we make significant investments in new operating businesses, it is likely that we will reduce our liquid assets in order to fund those investments and the ongoing operations of our subsidiaries. Consequently, our cash flow and our ability to meet our debt service obligations and make distributions with respect to depositary units likely will depend on the cash flow of our subsidiaries and the payment of funds to us by our subsidiaries in the form of dividends, distributions, loans or otherwise, including redemptions by us of assets from the Investment Funds.

The operating results of our subsidiaries may not be sufficient to make distributions to us. In addition, our subsidiaries are not obligated to make funds available to us and distributions and intercompany transfers from our subsidiaries to us may be restricted by applicable law or covenants contained in debt agreements and other agreements to which these subsidiaries may be subject or enter into in the future. Further, redemptions by us of our interests in the Investment Funds may not be sufficient to meet our debt service and other cash obligations.

The terms of certain borrowing agreements of our subsidiaries, or other entities in which we own equity, may restrict dividends, distributions or loans to us. To the degree any distributions and transfers are impaired or prohibited, our ability to make payments on our debt and to make distributions on our depositary units will be limited.

To service our indebtedness, we will require a significant amount of cash. Our ability to maintain our current cash position or generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, and to fund operations will depend on existing cash balances and our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, regulatory and other factors that are beyond our control. Our current businesses and businesses that we acquire may not generate sufficient cash to service our outstanding indebtedness. In addition, we may not generate sufficient cash flow from operations or investments and future borrowings may not be available to us in an amount sufficient to enable us to service our outstanding indebtedness or to fund our other liquidity needs. We may need to refinance all or a portion of our outstanding indebtedness on or before maturity. We cannot assure you that we will be able to refinance any of our outstanding indebtedness on commercially reasonable terms or at all. The terms of any refinancing may be less favorable than the terms of our current indebtedness, including as a result of higher prevailing interest rates or reduced access to credit markets, which could increase our interest expense and reduce our cash available for operations, distributions and other purposes. If we are unable to refinance our outstanding indebtedness, we may be required to redeem some or all of our interests in the Investment Funds in order to meet our debt service and repayment obligations.

Our notes include a maintenance covenant that requires us to maintain a specified ratio of unencumbered assets compared to our total outstanding principal amount of unsecured indebtedness. However, all of our notes are secured and, as a result, are excluded from the calculation of the ratio test under these maintenance covenants, and we do not have a material amount of unsecured indebtedness. As a result, we and our subsidiaries have substantially more capacity under these maintenance covenants to incur additional unsecured indebtedness than we would if our notes were unsecured (but subject to the other covenants in the indentures governing our senior notes that restrict our ability and that of the guarantor of the notes, as well as the ability of our non-guarantor subsidiaries, to incur incremental indebtedness).

Our failure to comply with the covenants contained under any of our debt instruments, including the indentures governing our senior notes (including our failure to comply as a result of events beyond our control), could result in an event of default or a foreclosure upon the collateral securing the notes that would materially and adversely affect our financial condition.

Our failure to comply with the covenants under any of our debt instruments, including our indentures governing our senior notes (including our failure to comply as a result of events beyond our control, including the change in the fair value of our investment in the Investment Funds) may trigger a default or event of default under such instruments, and the collateral agent for the noteholders may proceed against the collateral securing the notes. In addition, any event of default or declaration of acceleration under one debt instrument could result in an event of default and declaration of acceleration under one or more of our other debt instruments. It is possible that, if the defaulted debt is accelerated, our assets and cash flow may not be sufficient to fully repay borrowings under our outstanding debt instruments and we cannot assure you that we would be able to refinance or restructure the payments on those debt securities, or avoid a foreclosure against the assets securing the notes.

We may not have sufficient funds necessary to finance a change of control offer that may be required by the indentures governing our senior notes.

Mr. Icahn, through affiliates, as of June 30, 2026, owned 100% of Icahn Enterprises GP and approximately 87% of our outstanding depositary units. If Mr. Icahn were to sell, or otherwise transfer, some or all of his interests in us to an unrelated party or group, as a result of a merger, foreclosure, changes in tax laws, changes to his estate, or otherwise, a change of control could be deemed to have occurred under the terms of the indentures governing our senior notes, which would require us to offer to repurchase all outstanding senior notes at 101% of their principal amount plus accrued and unpaid interest, special interest, if any, and liquidated damages, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of notes.

We have made significant investments in the Investment Funds and negative performance of the Investment Funds may result in a significant decline in the value of our investments.

As of June 30, 2026, we had investments in the Investment Funds with a fair market value of approximately $2.0 billion, which may be accessed on short notice to satisfy our liquidity needs. Following the end of the second quarter, the value of our investments have continued to decline. If the Investment Funds continue to experience negative performance, the value of these investments will continue to be negatively impacted, which could have a material adverse effect on our operating results, cash flows and financial position, including our ability to service or repay our debt obligations. In addition, our ability to redeem our interests in the Investment Funds on favorable terms may be limited during periods of market stress or volatility, and the Investment Funds may not be able to liquidate their positions quickly enough to satisfy redemption requests without incurring significant losses. Furthermore, to the extent we rely on redemptions from the Investment Funds as a primary source of liquidity to meet our debt service and other obligations, any impairment of our ability to effect such redemptions, or a decline in the value of the Investment Funds' assets, could materially adversely affect our liquidity and financial condition.

Future cash distributions to Icahn Enterprises' unitholders, if any, can be affected by numerous factors.

While we made cash distributions to Icahn Enterprises' unitholders in each of the four quarters of 2025 and the first two quarters of 2026, the payment of future distributions will be determined by the board of directors of Icahn Enterprises GP, our general partner, quarterly, based on a review of a number of factors, including those described below and other factors that it deems relevant at the time that declaration of a distribution is considered.

Our ability to pay distributions will depend on numerous factors, including the availability of adequate cash flow from operations; the proceeds, if any, from divestitures; our capital requirements and other obligations, including our obligations to service or repay our outstanding debt; restrictions contained in our financing arrangements, including the indentures governing our senior notes; and our issuances of additional equity and debt securities. As of June 30, 2026, Mr. Icahn and his affiliates owned approximately 87% of our outstanding depositary units, and he has generally elected to take his quarterly distribution in units instead of cash. For the quarterly distributions paid in April and June of 2026, Mr. Icahn elected to take his distributions in a mix of cash and units, and we anticipate that Mr. Icahn will elect to take his distributions in a mix of cash and units with respect to future distributions, which could further reduce the ability of the Company to maintain its current or historical cash distribution amounts. The availability of cash flow in the future depends as well upon events and circumstances outside our control, including prevailing economic and industry conditions and financial, business and similar factors. No assurance can be given that we will be able to make distributions or as to the timing of any distribution. Even if distributions are made, there can be no assurance that holders of depositary units will not be required to recognize taxable income in excess of cash distributions made in respect of the period in which a distribution is made.

Risks Relating to Our Investment Segment

Our investments may be subject to significant uncertainties.

Our investments may not be successful for many reasons, including, but not limited to:

- fluctuations of or sustained increases in interest rates;
- lack of control in minority investments;
- worsening of general economic and market conditions;
- lack of diversification;
- lack of success of the Investment Funds' activist or hedging strategies;
- increased tariffs or other impacts on global trade;
- inflationary conditions;
- fluctuations of U.S. dollar exchange rates; and
- adverse legal and regulatory developments that may affect particular businesses.

The historical financial information for the Investment Funds is not necessarily indicative of its future performance.

Our Investment segment's financial information is driven by the amount of funds allocated to the Investment Funds and the performance of the underlying investments in the Investment Funds. Future funds allocated to the Investment Funds may increase or decrease based on the contributions and redemptions by our Holding Company, Mr. Icahn and his affiliates and by Brett Icahn, son of Mr. Icahn. Additionally, historical performance results of the Investment Funds are not indicative of future results as past market conditions, investment opportunities and investment decisions may not occur in the future. Changes in general market conditions coupled with changes in exposure to short and long positions have significant impact on our Investment segment's results of operations and the comparability of results of operations year over year and as such, future results of operations will be impacted by our future exposures and future market conditions, which may not be consistent with prior trends. Additionally, future returns may be affected by additional risks, including risks of the industries and businesses in which a particular fund invests.

The Investment Funds' investment strategy involves numerous and significant risks, including the risk that we may lose some or all of our investments in the Investment Funds. This risk may be magnified due to concentration of investments and investments in undervalued securities.

Our Investment segment's revenue depends on the investments made by the Investment Funds. There are numerous and significant risks associated with these investments, certain of which are described in this risk factor and in other risk factors set forth herein and in our other filings with the SEC.

Certain investment positions held by the Investment Funds may be illiquid. The Investment Funds may own restricted or non-publicly traded securities and securities traded on foreign exchanges. We may also have significant influence with respect to certain companies owned by the Investment Funds, including representation on the board of directors of certain companies, and may be subject to trading restrictions with respect to specific positions in the Investment Funds at any particular time. These investments and trading restrictions could prevent the Investment Funds from liquidating unfavorable positions promptly and subject the Investment Funds to substantial losses.

At any given time, the Investment Funds' assets may become highly concentrated within a particular company, industry, asset category, trading style or financial or economic market, and the level of concentration can be increased through the use of swaps or other derivative instruments. In that event, the Investment Funds' investment portfolio will be more susceptible to fluctuations in value resulting from adverse events, developments or economic conditions affecting the performance of that particular company, industry, asset category, trading style or economic market than a less concentrated portfolio would be. As a result, the Investment Funds' investment portfolio's aggregate returns may be volatile and may be affected substantially by the performance of only one or a few holdings.

Typically, our top holdings in the Investment Funds represent a significant percentage of our assets under management for the Investment Segment. Therefore, a significant decline in the fair market values of our larger positions may have a material adverse impact on our consolidated financial position, results of operations or cash flows and the trading price of our depositary units. Certain of the companies in our Investment Funds file annual, quarterly and current reports with the SEC, which are publicly available, and contain additional risk factors with respect to such companies.

The Investment Funds seek to invest in securities that are undervalued. The identification of investment opportunities in undervalued securities is challenging, and there are no assurances that such opportunities will be successfully recognized or acquired. While investments in undervalued securities offer the opportunity for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the Investment Funds' investments may not adequately compensate for the business and financial risks assumed.

From time to time, the Investment Funds may invest in bonds or other fixed income securities, such as commercial paper and higher yielding (and, therefore, higher risk) debt securities. It is likely that a major economic recession could severely disrupt the market for such securities and may have a material adverse impact on the value of such securities. In addition, it is likely that any such economic downturn could adversely affect the ability of the issuers of such securities to repay principal and pay interest thereon and increase the incidence of default for such securities.

For reasons not necessarily attributable to any of the risks set forth in this Report (e.g., supply/demand imbalances or other market forces), the prices of the securities in which the Investment Funds invest may decline substantially. In particular, purchasing assets at what may appear to be undervalued levels is no guarantee that these assets will not be trading at even more undervalued or otherwise lower levels at a future time of valuation or at the time of sale.

The prices of financial instruments in which the Investment Funds may invest can be highly volatile. Price movements of forward and other derivative contracts in which the Investment Funds' assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, tariffs, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. Pursuant to the terms of our swap and other derivative agreements, certain events, including a voluntary or involuntary bankruptcy filing involving the company issuing the securities referenced by such agreements or a delisting of such referenced securities, could give our derivative counterparties termination rights that would result in the closing of our swap positions and the realization of any and all losses, even if the referenced securities are not extinguished and thereafter appreciate in value. The Investment Funds are subject to the risk of failure of any of the exchanges on which their positions trade or of their clearinghouses.

We may not be able to identify suitable investments, and our investments may not result in favorable returns or may result in losses.

Our partnership agreement allows us to take advantage of investment opportunities we believe exist outside of our operating businesses. The equity securities in which we may invest may include common stock, preferred stock and securities convertible into common stock, as well as warrants to purchase these securities. The debt securities in which we may invest may include bonds, debentures, notes or non-rated mortgage-related securities, municipal obligations, bank debt and mezzanine loans. Certain of these securities may include lower rated or non-rated securities, which may provide the potential for higher yields and therefore may entail higher risk and may include the securities of bankrupt or distressed companies. In addition, we have and may continue to engage in various investment techniques, including derivatives, options and futures transactions, foreign currency transactions, "short" sales and leveraging for either hedging or other purposes. We have reduced our market short positions in recent months, but may increase those positions in the future. We may concentrate our activities by owning significant or controlling interests in certain investments. We may not be successful in finding suitable opportunities to invest our cash and our strategy of investing in undervalued assets may expose us to numerous risks.

Successful execution of our activist investment activities involves many risks, certain of which are outside of our control.

The success of our investment strategy may require, among other things: (i) that we properly identify companies whose securities prices can be improved through corporate and/or strategic action or successful restructuring of their operations; (ii) that we acquire sufficient securities of such companies at a sufficiently attractive price; (iii) that we avoid triggering anti-takeover and regulatory obstacles while aggregating our positions; (iv) that management of portfolio companies and other security holders respond positively to our proposals; and (v) that the market price of portfolio companies' securities increases in response to any actions taken by the portfolio companies. We cannot assure you that any of the foregoing will succeed.

The success of the Investment Funds depends upon the ability of our Investment segment to successfully develop and implement investment strategies that achieve the Investment Funds' objectives. Subjective decisions made by employees of our Investment segment may cause the Investment Funds to incur losses or to miss profit opportunities on which the Investment Funds would otherwise have capitalized. In addition, in the event that Mr. Icahn ceases to participate in the management of the Investment Funds, the consequences to the Investment Funds and our interest in them could be material and adverse and could lead to the premature termination of the Investment Funds.

The Investment Funds make investments in companies we do not control.

Investments by the Investment Funds include investments in debt or equity securities of publicly traded companies that we do not control. Such investments may be acquired by the Investment Funds through open market trading activities or through purchases of securities from the issuer. These investments will be subject to the risk that the company in which the investment is made may make business, financial or management decisions with which our Investment segment disagree or that the majority of stakeholders or the management of the company may take risks or otherwise act in a manner that does not serve the best interests of the Investment Funds. In addition, the Investment Funds may make investments in which it shares control over the investment with co-investors, which may make it more difficult for it to implement its investment approach or exit the investment when it otherwise would. If any of the foregoing were to occur, the values of the investments by the Investment Funds could decrease and our Investment segment revenues could suffer as a result.

The use of leverage in investments by the Investment Funds may pose a significant degree of risk and may enhance the possibility of significant loss in the value of the investments in the Investment Funds.

The Investment Funds may leverage their capital if their general partners believe that the use of leverage may enable the Investment Funds to achieve a higher rate of return. Accordingly, the Investment Funds may pledge their securities in order to borrow additional funds for investment purposes. The Investment Funds may also leverage their investment return with options, short sales, swaps, forwards and other derivative instruments. The amount of borrowings that the Investment Funds may have outstanding at any time may be substantial in relation to their capital. While leverage may present opportunities for increasing the Investment Funds' total return, leverage may increase losses as well. Accordingly, any event that adversely affects the value of an investment by the Investment Funds would be magnified to the extent such fund is leveraged, and the value of derivatives or other instruments used to provide leverage may not always be correlated to the value of the reference equity security, which could lead to increased losses in circumstances when the value of the reference security remains higher than that of the derivative. The cumulative effect of the use of leverage by the Investment Funds in a market that moves adversely to the Investment Funds' investments could result in a substantial loss to the Investment Funds that would be greater than if the Investment Funds were not leveraged. There is no assurance that leverage will be available on acceptable terms, if at all. The agreements governing our swap and other derivative transactions contain various covenants, maintenance obligations and events of default. If we fail to satisfy these requirements, or if specified events occur, including if the net asset value of one or more of our Investment Funds declines below specified thresholds, our derivative counterparties may have the right to terminate some or all of the applicable derivative transactions. Any such early termination could require the affected Investment Funds to close out derivative positions, realize losses, satisfy termination payment obligations or other liabilities, post additional collateral, or liquidate assets at unfavorable prices. These events could materially reduce the value of the assets of our Investment Funds, adversely affect their liquidity and investment performance, and have a material adverse effect on our business, financial condition and results of operations.

In general, the use of short-term margin borrowings results in certain additional risks to the Investment Funds. For example, should the securities pledged to brokers to secure any Investment Fund's margin accounts decline in value, the Investment Funds could be subject to a "margin call," pursuant to which it must either deposit additional funds or securities with the broker, or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden drop in the value of any of the Investment Funds' assets, the Investment Funds might not be able to liquidate assets quickly enough to satisfy its margin requirements.

The Investment Funds may enter into repurchase and reverse repurchase agreements. When the Investment Fund enters into a repurchase agreement, it "sells" securities issued by the U.S. or a non-U.S. government, or agencies thereof, to a broker-dealer or financial institution, and agrees to repurchase such securities for the price paid by the broker-dealer or financial institution, plus interest at a negotiated rate. In a reverse repurchase transaction, the Investment Fund "buys" securities issued by the U.S. or a non-U.S. government, or agencies thereof, from a broker-dealer or financial institution, subject to the obligation of the broker-dealer or financial institution to repurchase such securities at the price paid by the Investment Funds, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by any of the Investment Funds involves certain risks. For example, if the seller of securities to the Investment Funds under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Investment Funds will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganization under applicable bankruptcy or other laws, the Investment Funds' ability to dispose of the underlying securities may be restricted. Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Investment Funds may suffer a loss to the extent it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller.

The financing used by the Investment Funds to leverage its portfolio will be extended by securities brokers and dealers in the marketplace in which the Investment Funds invest. While the Investment Funds will attempt to negotiate the terms of these financing arrangements with such brokers and dealers, its ability to do so will be limited. The Investment Funds are therefore subject to changes in the value that the broker-dealer ascribes to a given security or position, the amount of margin required to support such security or position, the borrowing rate to finance such security or position and/or such broker-dealer's willingness to continue to provide any such credit to the Investment Funds. Because the Investment Funds currently have no alternative credit facility which could be used to finance its portfolio in the absence of financing from broker-dealers, it could be forced to liquidate its portfolio on short notice to meet its financing obligations. The forced liquidation of all or a portion of the Investment Funds' portfolios at distressed prices could result in significant losses to the Investment Funds.

The possibility of increased regulation could result in additional burdens on our Investment segment.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Reform Act"), enacted into law in July 2010, resulted in regulations affecting almost every part of the financial services industry.

The regulatory environment in which our Investment segment operates is subject to further regulation in addition to the rules already promulgated, including the Reform Act. Our Investment segment may be adversely affected by the enactment of new or revised regulations, or changes in the interpretation or enforcement of rules and regulations imposed by the SEC, other U.S. or foreign governmental regulatory authorities or self-regulatory organizations that supervise the financial markets. The current U.S. presidential administration has different regulatory priorities than the prior administration, which could continue to lead to changes to the regulations impacting our business or the enforcement priorities of the agencies charged with enforcing those regulations. Such changes may limit the scope of investment activities that may be undertaken by the Investment Funds' managers. Any such changes could increase the cost of our Investment segment doing business and/or materially adversely impact its profitability. Additionally, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. The SEC, other regulators and self-regulatory organizations and exchanges have taken and are authorized to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Investment Funds and the Investment segment could be substantial and adverse.

The ability to hedge investments successfully is subject to numerous risks.

The Investment Funds may utilize financial instruments, both for investment purposes and for risk management purposes in order to (i) protect against possible changes in the market value of the Investment Funds' investment portfolios resulting from fluctuations in the securities markets and changes in interest rates; (ii) protect the Investment Funds' unrealized gains in the value of its investment portfolios; (iii) facilitate the sale of any such investments; (iv) enhance or preserve returns, spreads or gains on any investment in the Investment Funds' portfolio; (v) hedge the interest rate or currency exchange rate on any of the Investment Funds' liabilities or assets; (vi) protect against any increase in the price of any securities our Investment segment anticipates purchasing at a later date; or (vii) for any other reason that our Investment segment deems appropriate.

The success of any hedging activities will depend, in part, upon the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the portfolio investments being hedged. However, hedging techniques may not always be possible or effective in limiting potential risks of loss. Since the characteristics of many securities change as markets change or time passes, the success of our Investment segment's hedging strategy will also be subject to the ability of our Investment segment to continually recalculate, readjust and execute hedges in an efficient and timely manner. While the Investment Funds may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Investment Funds than if it had not engaged in such hedging transactions, or result in increased risk and volatility. For a variety of reasons, the Investment Funds may not seek to establish a perfect correlation between the hedging instruments utilized and the portfolio holdings being hedged. Such an imperfect correlation may prevent the Investment Funds from achieving the intended hedge or expose the Investment Funds to risk of loss. The Investment Funds do not intend to seek to hedge every position and may determine not to hedge against a particular risk for various reasons, including, but not limited to, because they do not foresee the occurrence of the risk or because they do not regard the probability of the risk occurring to be sufficiently high as to justify the cost of the hedge.

The Investment Funds invest in distressed securities, as well as bank loans, asset backed securities and mortgage-backed securities.

The Investment Funds may invest in securities of U.S. and non-U.S. issuers in weak financial condition, experiencing poor operating results, having substantial capital needs or negative net worth, facing special competitive or product obsolescence problems, or that are involved in bankruptcy or reorganization proceedings. Investments of this type may involve substantial financial, legal and business risks that can result in substantial, or at times even total, losses. The market prices of such securities are subject to abrupt and erratic market movements and above-average price volatility. It may take a number of years for the market price of such securities to reflect their intrinsic value. In liquidation (both in and out of bankruptcy) and other forms of corporate insolvency and reorganization, there exists the risk that the reorganization either will be unsuccessful (due to, for example, failure to obtain requisite approvals), will be delayed (for example, until various liabilities, actual or contingent, have been satisfied) or will result in a distribution of cash, assets or a new security the value of which will be less than the purchase price to the Investment Funds of the security in respect to which such distribution was made and the terms of which may render such security illiquid.

The Investment Funds may invest in companies that are based outside of the United States, which may expose the Investment Funds to additional risks not typically associated with investing in companies that are based in the United States.

Investments in securities of non-U.S. issuers (including non-U.S. governments) and securities denominated or whose prices are quoted in non-U.S. currencies pose, to the extent not successfully hedged, currency exchange risks (including blockage, devaluation and non-exchangeability), as well as a range of other potential risks, which could include expropriation, confiscatory taxation, imposition of withholding or other taxes on dividends, interest, capital gains or other income, political or social instability, illiquidity, price volatility and market manipulation. In addition, less information may be available regarding securities of non-U.S. issuers, and non-U.S. issuers may not be subject to accounting, auditing and financial reporting standards and requirements comparable to, or as uniform as, those of U.S. issuers. Transaction costs of investing in non-U.S. securities markets are generally higher than in the United States. There is generally less government supervision and regulation of exchanges, brokers and issuers than there is in the United States. The Investment Funds may have greater difficulty taking appropriate legal action in non-U.S. courts. Non-U.S. markets also have different clearance and settlement procedures which in some markets have at times failed to keep pace with the volume of transactions, thereby creating substantial delays and settlement failures that could adversely affect the Investment Funds' performance. Investments in non-U.S. markets may result in imposition of non-U.S. taxes or withholding on income and gains recognized with respect to such securities. There can be no assurance that adverse developments with respect to such risks will not materially adversely affect the Investment Funds' investments that are held in certain countries or the returns from these investments.

The Investment Funds' investments are subject to numerous additional risks including those described below.

- Generally, there are few limitations set forth in the governing documents of the Investment Funds on the execution of their investment activities, which are subject to the sole discretion of our Investment segment.

- The Investment Funds may buy or sell (or write) both call options and put options, and when it writes options, it may do so on a covered or an uncovered basis. When the Investment Funds sell (or write) an option, the risk can be substantially greater than when it buys an option. The seller of an uncovered call option bears the risk of an increase in the market price of the underlying security above the exercise price. The risk is theoretically unlimited unless the option is covered. Swaps and certain options and other custom instruments are subject to the risk of non-performance by the swap counterparty, including risks relating to the creditworthiness of the swap counterparty, market risk, liquidity risk and operations risk.

- The Investment Funds may engage in short-selling, which is subject to a theoretically unlimited risk of loss because there is no limit on how much the price of a security may appreciate before the short position is closed out. The Investment Funds may be subject to losses if a security lender demands return of the borrowed securities and an alternative lending source cannot be found or if the Investment Funds are otherwise unable to borrow securities that are necessary to hedge its positions. There can be no assurance that the Investment Funds will be able to maintain the ability to borrow securities sold short. There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market.

- The ability of the Investment Funds to execute a short selling strategy may be materially adversely impacted by temporary and/or new permanent rules, interpretations, prohibitions and restrictions adopted in response to adverse market events. Regulatory authorities may from time-to-time impose restrictions that adversely affect the Investment Funds' ability to borrow certain securities in connection with short sale transactions.

In addition, traditional lenders of securities might be less likely to lend securities under certain market conditions. As a result, the Investment Funds may not be able to effectively pursue a short selling strategy due to a limited supply of securities available for borrowing.

- The Investment Funds may effect transactions through over-the-counter or inter-dealer markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of exchange-based markets. This exposes the Investment Funds to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Investment Fund to suffer a loss. Such “counterparty risk” is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Investment Funds have concentrated their transactions with a single or small group of their counterparties. The Investment Funds are not restricted from dealing with any particular counterparty or from concentrating any or all of the Investment Funds’ transactions with one counterparty.

- Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by other institutions. This systemic risk may materially adversely affect the financial intermediaries (such as prime brokers, clearing agencies, clearing houses, banks, securities firms and exchanges) with which the Investment Funds interact on a daily basis.

- The efficacy of investment and trading strategies depends largely on the ability to establish and maintain an overall market position in a combination of financial instruments. The Investment Funds’ trading orders may not be executed in a timely and efficient manner due to various circumstances, including systems failures or human error. In such event, the Investment Funds might only be able to acquire some but not all of the components of the position, or if the overall positions were to need adjustment, the Investment Funds might not be able to make such adjustment. As a result, the Investment Funds may not be able to achieve the market position selected by our Investment segment and might incur a loss in liquidating their position.

- The Investment Funds assets may be held in one or more accounts maintained for the Investment Fund by its prime brokers or at other brokers or custodian banks, which may be located in various jurisdictions. The prime broker, other brokers (including those acting as sub-custodians) and custodian banks are subject to various laws and regulations in the relevant jurisdictions in the event of their insolvency. Accordingly, the practical effect of these laws and their application to the Investment Funds’ assets may be subject to substantial variations, limitations and uncertainties. The insolvency of any of the prime brokers, local brokers, custodian banks or clearing corporations may result in the loss of all or a substantial portion of the Investment Funds’ assets or in a significant delay in the Investment Funds having access to those assets.

- The Investment Funds may invest in synthetic instruments with various counterparties. In the event of the insolvency of any counterparty, the Investment Funds’ recourse will be limited to the collateral, if any, posted by the counterparty and, in the absence of collateral, the Investment Funds will be treated as a general creditor of the counterparty. While the Investment Funds expect that returns on a synthetic financial instrument may reflect those of each related reference security, as a result of the terms of the synthetic financial instrument and the assumption of the credit risk of the counterparty, a synthetic financial instrument may have a different expected return. The Investment Funds may also invest in credit default swaps.

- The terms of our swap and other derivative agreements contain certain covenants and maintenance obligations. If we fail to satisfy these requirements, or if specified events occur, our derivative counterparties may have the right to terminate some or all of the applicable derivative transactions. Because a significant portion of our derivative transactions are entered into with a limited number of counterparties, the exercise of termination rights by one or more of those counterparties could have a disproportionate impact on our liquidity and financial condition

Risks Relating to our Consolidated Operating Subsidiaries

Changes in regulations and regulatory actions can adversely affect our operating results and our ability to allocate capital.

In recent years, regulatory authorities have increased their regulation and scrutiny of businesses partially in response to financial markets crises, global economic recessions, and social and environmental issues. These initiatives may impact our operating subsidiaries, particularly those within our Energy segment. Changes in regulation and regulatory actions, or the enforcement priorities of the government authorities charged with enforcing those regulations, may increase our compliance costs and may require changes to how our operating subsidiaries conduct their businesses. Any regulatory changes could have a significant negative impact on our financial condition, results of operations or cash flows.

Our operating subsidiaries operate businesses which are subject to the risk of operational disruptions, damage to property, injury to persons or environmental and legal liability. Our operating subsidiaries could incur potentially significant costs to the extent there are unforeseen events which are not fully insured.

Our operating subsidiaries, particularly within our Energy segment, may become subject to catastrophic loss, which may cause operations to shut down or become significantly impaired. Our operating subsidiaries may also be subject to liability for hazards for which they cannot be insured, which could exceed policy limits or against which they may elect not to be insured due to high premium costs. Examples of such risks include but are not limited to industrial accidents, environmental hazards, power outages, equipment failures, structural failures, flooding, unusual or unexpected geological conditions and extreme weather conditions, among others. Such risks have become even more heightened in recent years as a result of the effects of climate change. These events may damage or destroy properties, production facilities, transport facilities and equipment, adversely impact our supply chain and lead to personal injury or death, environmental damage, including natural resource damage, waste from intermediary products or resources, production or transportation delays, increased production costs and monetary losses or legal liability. Such damages are not limited to our operations or our employees and could significantly impact the surrounding areas. Operations at our subsidiaries could be curtailed, limited or completely shut down for an extended period of time, or indefinitely, as a result of one or more unforeseen events and circumstances, which may or may not be within our control, and which may not be adequately insured. Any one of these events and circumstances could have a material adverse impact on our operations, financial condition and cash flows.

Environmental laws and regulations could require our operating subsidiaries to make substantial capital expenditures to remain in compliance or to remediate current or future contamination that could give rise to material liabilities.

Several of our subsidiaries are subject to a variety of federal, state and local environmental laws and regulations relating to the protection of the environment, including those governing the emission, release, discharge, use, generation, treatment, storage, transportation, disposal, investigation and remediation of hazardous or toxic substances, materials or wastes, solid wastes, petroleum, pollutants or contaminants into the environment, and product specifications and labeling. Violations of these laws and regulations or environmental permit conditions can result in substantial costs, including for penalties, cleanup, injunctive orders compelling installation of additional controls, and civil and criminal sanctions, as well as permit revocations and/or facility shutdowns.

In addition, new environmental laws and regulations, new interpretations of existing laws and regulations, increased governmental enforcement of laws and regulations or other developments could require our businesses to make additional unforeseen expenditures. Measures to address climate change and reduce greenhouse gases ("GHGs") could affect our operations by requiring increased operating and capital costs, limiting GHG emissions and/or increasing taxes on GHG emissions. In addition, on the state level, in October 2023, California enacted the Climate Corporate Data Accountability Act and the Climate-Related Financial Risk Act that is being challenged in court but if the state prevails would impose broad climate-related disclosure obligations on certain companies doing business in California, starting in 2026. Other states, like New York, have started to take steps to promulgate similar climate-related disclosure laws.

There is also increased regulatory interest in per- and polyfluoroalkyl substances ("PFAS"). In April 2024, the U.S. Environmental Protection Agency ("EPA") finalized a rule designating two PFAS compounds as hazardous substances under CERCLA, which became effective on July 8, 2024, though it remains subject to challenge in the D.C. Circuit Court of Appeals by several industry groups. The outcome of that litigation is uncertain and could affect the scope or implementation of the rule. In addition, on February 8, 2024, EPA had proposed to amend RCRA to include nine PFAS, their salts and their structural isomers to its list of hazardous constituents. That proposal remains pending. As a result of the CERCLA designation, and if additional PFAS compounds are designated as hazardous substances under CERCLA or are listed as hazardous constituents or otherwise become regulated under RCRA, EPA may have expanded the authority to order the investigation and remediation of those compounds, and to reopen closed sites which are shown to be impacted by these PFAS compounds, which could result in increased investigation, remediation and monitoring obligations and potential related liabilities. If we are subject to those additional requirements and need to incur additional cost in connection therewith, if we are unable to maintain sales of our products at a price that reflects such increased costs, or if there is a reduced demand for our products, there could be a material adverse effect on our business, financial condition and results of operations. Certain of our subsidiaries' facilities operate under a number of federal and state environmental permits, licenses and approvals with terms and conditions containing a significant number of prescriptive limits and performance standards in order to operate. These environmental permits, licenses, approvals, limits and standards require a significant amount of monitoring, record keeping and reporting in order to demonstrate compliance with the underlying permit, license, approval, limit or standard. Non-compliance or incomplete documentation of our subsidiaries' compliance status may result in the imposition of fines, penalties and injunctive relief. Additionally, there may be times when certain of our subsidiaries are unable to meet the standards and terms and conditions of our environmental permits, licenses and approvals due to operational upsets or malfunctions, which may lead to the imposition of fines and penalties or operating restrictions that may have a material adverse effect on their ability to operate their facilities and accordingly on our consolidated financial position, results of operations or cash flows.

Many of these climate change and environmental laws and regulations and the terms and conditions of related permits, licenses, and approvals are becoming increasingly stringent, and new or revised laws and regulations or new interpretations of existing laws and regulations, such as those related to climate change and GHG emissions, could affect the operation of our properties or result in significant additional expense and restrictions on our business operations, including as a result of the cost of compliance with these requirements, which can be expected to increase over time. The requirements to be met, as well as the technology and length of time available to meet those requirements, continue to develop and change. These expenditures or costs for climate-related and environmental compliance could have a material adverse effect on our operating subsidiaries' results of operations, financial condition and profitability. Refer to Note 19, "Commitments and Contingencies," to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025 for additional discussion of environmental matters affecting our businesses.

Our Energy segment's businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.

Our Energy segment's petroleum business' financial results are primarily affected by the margin between refined product prices and the prices for crude oil and other feedstocks. Historically, refining margins have been volatile and vary by region, and are expected to continue to be volatile in the future. The petroleum business' cost to acquire feedstocks and the price at which it can ultimately sell refined products depend upon several factors beyond its control, including regional and global supply of and demand for crude oil, gasoline, diesel and other feedstocks and refined products. These in turn depend on, among other things, the availability and quantity of imports, the production levels of U.S. and international suppliers, levels of refined petroleum product inventories, productivity and growth (or the lack thereof) of U.S. and global economies, U.S. relationships with foreign governments, political affairs and the extent of governmental regulation. Profitability of some of the products, like renewable diesel, are also dependent upon government subsidies including carbon and tax credits, which may be reduced or eliminated.

CVR Energy does not produce crude oil and must purchase all of the crude oil it refines long before it refines it and sells the refined products. Price level changes during the period between purchasing feedstocks and selling the refined products from these feedstocks could have a significant effect on our Energy segment's financial results and a decline in market prices of these feedstocks and refined products may negatively impact the carrying value of its inventories.

Profitability is also impacted by the ability to purchase crude oil at a discount to benchmark crude oils, such as West Texas Intermediate ("WTI"). Crude oil differentials can fluctuate significantly based upon overall economic and crude oil market conditions. Adverse changes in crude oil differentials can adversely impact refining margins, earnings and cash flows. In addition, the petroleum business' purchases of crude oil, although based on WTI prices, have historically been at a discount to WTI because of the proximity of the refineries to the sources, existing logistics infrastructure and quality differences. Any changes to these factors could result in a reduction of the petroleum business' historical discount to WTI and may result in a reduction of our Energy segment's cost advantage.

Volatile prices for natural gas and electricity affect the petroleum business' manufacturing and operating costs. Natural gas and electricity prices have been, and will continue to be, affected by supply and demand for fuel and utility services in both local and regional markets.

Compliance with the U.S. Environmental Protection Agency Renewable Fuel Standard, with respect to our Energy segment, could have a material adverse effect on our financial condition and results of operations.

The EPA promulgated the Renewable Fuel Standards ("RFS"), which requires refiners to either blend "renewable fuels," such as ethanol and biofuel, into their transportation fuels or purchase renewable fuel credits, known as renewable identification numbers ("RINs"), in lieu of blending. Under the RFS, the volume of renewable fuels that refineries like Coffeyville and Wynnewood are obligated to blend into their finished petroleum products is adjusted annually by the EPA. The petroleum business is not able to blend the substantial majority of its transportation fuels, so it has to purchase RINs on the open market as well as waiver credits for cellulosic biofuels from the EPA, or receive exemptions in order to comply with the RFS. The price of RINs became extremely volatile when the EPA's proposed renewable fuel volume mandates approached and exceeded the "blend wall." The blend wall refers to the point at which the amount of ethanol blended into the transportation fuel supply exceeds the demand for transportation fuel containing such levels of ethanol. The blend wall is generally considered to be reached when more than 10% ethanol by volume ("E10") is blended into gasoline transportation fuel.

Recent regulatory developments, including EPA's rescission of the GHG endangerment finding under the Clean Air Act and related actions affecting EPA's authority to regulate GHG emissions, have introduced additional uncertainty regarding the scope of EPA's authority and the manner in which it administers programs that rely in part on lifecycle GHG analyses, including the RFS. Although the RFS program remains in effect as a statutory mandate, changes in EPA's interpretation of its authority, judicial decisions addressing EPA's GHG regulatory authority, or future legislative or regulatory actions could affect the manner in which renewable volume obligations are established, fuel pathways are evaluated, or other aspects of the RFS are implemented. We cannot predict the ultimate outcome or the impact of these developments on our results of operations.

The petroleum business cannot predict the future prices of RINs. The price of RINs has been extremely volatile in the past. The cost of RINs is dependent upon a variety of factors, which include the availability of RINs for purchase, the price at which RINs can be purchased, transportation fuel production levels, the mix of the petroleum business' petroleum products, as well as the fuel blending performed at the refineries and downstream terminals, all of which can vary significantly from period to period. However, the costs to obtain the necessary number of RINs and waiver credits fluctuates and could be material, if the price for RINs and waiver credits increases. Additionally, because the petroleum business does not produce renewable fuels, increasing the volume of renewable fuels that must be blended into its products displaces an increasing volume of the refineries' product pool, potentially resulting in lower earnings and materially adversely affecting the petroleum business' cash flows. If the demand for the petroleum business' transportation fuel decreases as a result of the use of increasing volumes of renewable fuels, increased fuel economy as a result of new EPA fuel economy standards, or other factors, the impact on our Energy segment's business could be material. If sufficient RINs are unavailable for purchase, if the petroleum business has to pay a significantly higher price for RINs or if the petroleum business is otherwise unable to meet the EPA's RFS mandates, or if the RFS program is modified, curtailed or subject to further regulatory or judicial changes, our Energy segment's business, financial condition and results of operations could be materially adversely affected.

Commodity derivative contracts, particularly with respect to our Energy segment, may limit our potential gains, exacerbate potential losses and involve other risks.

Our Energy segment's petroleum business may enter into both short- and long-term commodity derivatives contracts to mitigate crack spread with respect to a portion of its expected refined products production. However, its hedging arrangements, if it is able to procure them, may fail to fully achieve this objective for a variety of reasons, including its failure to have adequate hedging contracts, if any, in effect at any particular time and the failure of its hedging arrangements to produce the anticipated results. Moreover, such transactions may limit its ability to benefit from favorable changes in margins. In addition, the petroleum business' hedging activities may expose it to the risk of financial loss in certain circumstances, including instances in which:

- the volumes of its actual use of crude oil or production of the applicable refined products is less than the volumes subject to the hedging arrangement;
- accidents, interruptions in transportation, inclement weather or other events cause unscheduled shutdowns or otherwise adversely affect its refinery or suppliers or customers;
- the counterparties to its futures contracts fail to perform under the contracts; or
- a sudden, unexpected event materially impacts the commodity or crack spread subject to the hedging arrangement.

As a result, CVR Energy's risk mitigation strategy and activities could have a material adverse impact on our Energy segment's financial results and cash flows.

Our subsidiaries' competitors may be larger and have greater financial resources and operational capabilities than our subsidiaries do, which may require them or us to invest significant additional capital in order to effectively compete. Our investments, or our subsidiaries' investments, may not achieve desired results and may become impaired.

Our operating subsidiaries face competitive pressures within markets in which they operate. We manage our subsidiaries with the objective of growing their value over time by, among other means, investing in and strengthening our subsidiaries' competitive advantages. Many factors, including availability of financial resources, supply chain capabilities and local market changes, may limit our ability to strengthen our subsidiaries' competitive advantages. In addition, competitors may be significantly larger than our subsidiaries are and may have greater financial resources and operational capabilities. Accordingly, our subsidiaries may require significant additional resources, which may not be available to them through internally generated cash flows, and a decline in these businesses could result in an impairment charge. If we are unable to implement these initiatives efficiently and effectively, or if these initiatives are unsuccessful, our consolidated financial condition, results of operations and cash flows could be adversely affected.

Certain of our subsidiaries have operations in foreign countries which expose them to risks related to economic and political conditions, currency fluctuations, import/export restrictions, regulatory and other risks.

Certain of our subsidiaries are global businesses and have manufacturing and distribution facilities in many countries. International operations are subject to certain risks including:

- exposure to local economic conditions;
- exposure to local political conditions (including the risk of seizure of assets by foreign governments);
- currency exchange rate fluctuations (including, but not limited to, material exchange rate fluctuations, such as devaluations) and currency controls;
- increased tariffs or changes in tariff policies, or changes to trade agreements;
- export and import restrictions;
- restrictions on ability to repatriate foreign earnings;
- labor unrest; and

- compliance with U.S. laws such as the Foreign Corrupt Practices Act, and local laws prohibiting inappropriate payments.

The likelihood of such occurrences and their potential effect on our businesses are unpredictable and vary from country-to-country.

As a result of changes to U.S. trade policy, there may be changes to existing trade agreements, the imposition of new tariffs and greater restrictions on trade generally. A protracted and wide-ranging trade conflict between the United States and its trading partners, including China, Canada and Mexico, or the imposition of tariffs or other trade protection measures, could adversely affect global economic growth.

Certain of our businesses' operating entities report their financial condition and results of operations in currencies other than the U.S. Dollar. The reported results of these entities are translated into U.S. Dollars at the applicable exchange rates for reporting in our consolidated financial statements. As a result, fluctuations in the U.S. Dollar against foreign currencies will affect the value at which the results of these entities are included within our consolidated results. Our businesses are exposed to a risk of loss from changes in foreign exchange rates whenever they, or one of their foreign subsidiaries, enters into a purchase or sales agreement in a currency other than its functional currency. Such changes in exchange rates could affect our businesses' financial condition or results of operations.

Certain of our businesses have substantial indebtedness, which could restrict their business activities and/or could subject them to significant interest rate risk.

Our subsidiaries' inability to generate sufficient cash flow to satisfy their debt obligations, or to refinance their debt obligations on commercially reasonable terms, would have a material adverse effect on their businesses, financial condition, and results of operations. In addition, covenants in debt instruments could limit their ability to engage in certain transactions and pursue their business strategies, which could adversely affect liquidity.

Our subsidiaries' indebtedness could:

- limit their ability to borrow money for working capital, capital expenditures, debt service requirements or other corporate purposes, guarantee additional debt or issue redeemable, convertible or preferred equity;

- limit their ability to make distributions or prepay their debt, incur liens, enter into agreements that restrict distributions from restricted subsidiaries, sell or otherwise dispose of assets (including capital stock of subsidiaries), enter into transactions with affiliates and merge, consolidate or sell substantially all of their assets;

- require them to dedicate a substantial portion of their cash flow to payments on indebtedness, which would reduce the amount of cash flow available to fund working capital, capital expenditures, product development, and other corporate requirements;

- increase their vulnerability to general adverse economic and industry conditions; and

- limit their ability to respond to business opportunities.

Certain of our subsidiaries' indebtedness accrue interest at variable rates. To the extent market interest rates rise, the cost of their debt would increase, adversely affecting their financial condition, results of operations and cash flows.

A significant labor dispute involving any of our businesses or one or more of their customers or suppliers or that could otherwise affect our operations could adversely affect our financial performance.

A substantial number of our operating subsidiaries' employees and the employees of its largest customers and suppliers are represented by labor unions under collective bargaining agreements. There can be no assurances that future negotiations with the unions will be resolved favorably or that our subsidiaries will not experience a work stoppage or disruption that could adversely affect its financial condition, operating results and cash flows. A labor dispute involving any of our businesses, particularly within our Energy segment, any of its customers or suppliers or any other suppliers to its customers or that otherwise affects our subsidiaries' operations, or the inability by it, any of its customers or suppliers or any other suppliers to its customers to negotiate, upon the expiration of a labor agreement, an extension of such agreement or a new agreement on satisfactory terms could adversely affect our financial condition, operating results and cash flows. In addition, if any of our subsidiaries' significant customers experience a material work stoppage, the customer may halt or limit the purchase of its products. This could require certain businesses to shut down or significantly reduce production at facilities relating to such products, which could adversely affect our business.

General Risk Factors

General

All of our businesses are subject to the effects of the following:

- the threat of terrorism or war;
- health epidemics or pandemics (or expectations about them);
- loss of any of our or our subsidiaries' key personnel;
- the unavailability, as needed, of additional financing;
- sustained inflationary conditions;
- higher or volatile interest rates;
- significant competition, varying by industry and geographic markets;
- the unavailability of insurance at acceptable rates; and
- litigation not in the ordinary course of business (see Item 1 of Part II, "Legal Proceedings," of this Report).

We need qualified personnel to manage and operate our various businesses.

In our decentralized business model, we need qualified and competent management to direct day-to-day business activities of our operating subsidiaries. Our operating subsidiaries also need qualified and competent personnel in executing their business plans and serving their customers, suppliers and other stakeholders. Changes in demographics, training requirements and the unavailability of qualified personnel could negatively impact one or more of our significant operating subsidiaries' ability to meet demands of customers to supply goods and services. Recruiting and retaining qualified personnel is important to all of our operations. Although we have adequate personnel for the current business environment, unpredictable increases in demand for goods and services may exacerbate the risk of not having sufficient numbers of trained personnel, which could have a negative impact on our consolidated financial condition, results of operations or cash flows.

Future pandemics may have a material adverse impact on our and our subsidiaries' operations and financial performance, as well as on the operations and financial performance of many of the customers and suppliers in our operating segments. We are unable to predict the extent to which future pandemics and related impacts will adversely impact our business operations, financial performance, results of operations, and financial position.

Future pandemics may also have the effect of heightening many of the other risks described in the risk factors set forth herein. In particular, see the risk factors: "We are a holding company and depend on the businesses of our subsidiaries to satisfy our obligations"; "To service our indebtedness, we will require a significant amount of cash. Our ability to maintain our current cash position or generate cash depends on many factors beyond our control"; "We have made significant investments in the Investment Funds and negative performance of the Investment Funds may result in a significant decline in the value of our investments"; "We need qualified personnel to manage and operate our various businesses"; "Global economic conditions may have adverse impacts on our businesses and financial condition"; and "Our Energy segment's businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows."

The extent to which any future pandemic may negatively impact our business and operations will depend on the severity, location, and duration of the effects and spread of such pandemic and the emergence of new variants, the actions undertaken by national, regional, and local governments and health officials to contain such virus or remedy its effects, and if, how quickly and to what extent economic conditions recover and normal business and operating conditions resume. Further, future pandemics may affect our operating and financial results in a manner that is not presently known to us or that we currently do not expect to present significant risks to our operations or financial results.

Global economic conditions may have adverse impacts on our businesses and financial condition.

Changes in economic conditions could adversely affect our financial condition and results of operations. A number of economic factors, including, but not limited to, consumer interest rates, tariffs and global trade policies, consumer confidence and debt levels, retail trends, housing starts, sales of existing homes, the level and availability of mortgage refinancing, and commodity prices, may generally adversely affect our businesses, financial condition and results of operations. Recessionary economic cycles, higher and protracted unemployment rates, increased fuel and other energy and commodity costs, rising costs of transportation and increased tax rates and general inflationary pressures can have a material adverse impact on our businesses, and may adversely affect demand for sales of our businesses' products, or the costs of materials and services utilized in their operations, and the performance of our Investment Funds. The conflicts in Ukraine and the Middle East including the ongoing U.S.-Iran war have exacerbated many of these issues, including leading to increased prices of gasoline and distillates as a result of the global increase in commodity prices, which for example, has impacted, and may continue to impact, the input costs for our Energy segment. These factors could have a material adverse effect on our revenues, income from operations and our cash flows.

An increase in inflation could have adverse effects on our results of operations.

Inflation has fluctuated in recent years and remains subject to volatility, due to a range of macroeconomic and geopolitical factors. An increase in inflation as a result of these or other factors could adversely affect our operating costs, pricing, consumer demand, purchasing power, and overall cost structure, and could have a material adverse effect on our consolidated financial condition, results of operations or cash flows.

We and our subsidiaries are subject to cybersecurity and other technological risks that could disrupt our information technology systems and adversely affect our financial performance.

Threats to information technology systems associated with cybersecurity and other technological risks and cyber incidents or attacks continue to grow. We and our subsidiaries depend on the accuracy, capacity and security of our information technology systems and those used by our third-party service providers. In addition, we and our subsidiaries collect, process and retain sensitive and confidential information in the normal course of business, including information about our employees, customers and other third parties. Despite the security measures we have in place and any additional measures we may implement in the future, our facilities, systems, and networks, and those of our third-party service providers, could be vulnerable to security breaches, computer viruses, lost or misplaced data, programming errors, human errors, employee misconduct, malicious attacks, acts of vandalism or other events. In addition, hardware, software or applications we develop or obtain from third parties may contain defects in design or manufacture or other problems that could result in security breaches or disruptions. Moreover, cyberattacks are expected to accelerate on a global basis in both frequency and magnitude as threat actors are becoming increasingly sophisticated in using techniques and tools (including artificial intelligence) that circumvent controls, evade detection and even remove forensic evidence of the infiltration. The United States government has warned of the potential risk of Russian cyberattacks stemming from the ongoing Russian/Ukraine conflict. These events or any other disruption or compromise of our or our third-party service providers' information technology systems could negatively impact our business operations or result in the misappropriation, loss or other unauthorized disclosure of sensitive and confidential information. Such events could damage our reputation, expose us to the risks of litigation and liability, disrupt our business or otherwise affect our results of operations, any of which could adversely affect our financial performance. Refer to "Item 1C. Cybersecurity" in our Annual Report on Form 10-K for the year ended December 31, 2025.

Software implementation and upgrades at certain of our subsidiaries may result in complications that adversely impact the timeliness, accuracy and reliability of internal and external reporting.

Our operating subsidiaries are operated and managed on a decentralized basis and their software is not integrated with each other or with us. Certain of our subsidiaries are currently undergoing, or in the future may undergo, software implementation and/or upgrades. Software implementation and upgrades are complex, time consuming and require significant resources. Failure to properly implement or upgrade software, including failure to recruit/retain appropriate experts, train employees, implement processes and properly bridge to legacy software, among other things, may negatively impact our subsidiaries' ability to properly operate their businesses and to report internally and externally, including reporting to us. As a result, we may not adequately assess the performance of our subsidiaries, properly allocate resources or report timely and accurate financial results.

Investor and market sentiment towards climate change, fossil fuels, GHG emissions, environmental justice, and other Environmental, Social and Governance ("ESG") matters could adversely affect our business and cost of capital.

There have been efforts in recent years aimed at the investment community, including investment advisors, sovereign wealth funds, public pension funds, universities, and other groups, to promote the divestment of securities of companies in the energy industry, as well as to pressure lenders and other financial services companies to limit or curtail activities with companies in the energy industry. As a result, some financial intermediaries, investors, and other capital markets participants have reduced or ceased lending to, or investing in, companies that operate in industries with higher perceived environmental exposure, such as the energy industry, although in recent years "anti-ESG" sentiment has gained momentum, with several states and Congress having proposed or enacted "anti-ESG" policies, legislation, or initiatives, and investors and investor groups changing their ESG priorities. If we and our Energy segment are unable to meet the ESG standards or investment, lending, ratings, or other policies set by these parties as they continue to fluctuate or change, we may lose investors, investors may allocate a portion of their capital away from us, our cost of capital may increase, the price of our securities may be negatively impacted and our reputation may also be negatively affected.

We or our subsidiaries may pursue acquisitions or other affiliations that involve inherent risks, any of which may cause us not to realize anticipated benefits, and we may have difficulty integrating the operations of any companies that may be acquired, which may adversely affect our operations.

We may expand our existing businesses if appropriate opportunities are identified, as well as use our established businesses as a platform for additional acquisitions in the same or related areas. We and our operating subsidiaries have at times grown through acquisitions and may make additional acquisitions in the future as part of our business strategy. The full benefits of these acquisitions, however, require integration of manufacturing, administrative, financial, sales, and marketing approaches and personnel. We may invest significant resources towards realizing benefits. If we or our operating subsidiaries are unable to successfully integrate acquired businesses, we may not realize the benefits of the acquisitions, our financial results may be negatively affected, and additional cash may be required to integrate such operations. Additionally, any such acquisition, if consummated, could involve risks not presently faced by us.

The existence of a material weakness in internal control over financial reporting of us or one of our consolidated subsidiaries or a recently acquired entity may adversely affect our ability to provide timely and reliable financial information necessary for the conduct of our business and satisfaction of our reporting obligations under the federal securities laws.

To the extent that any material weakness or significant deficiency exists in internal control over financial reporting of us or one of our consolidated subsidiaries or a recently acquired entity, such material weakness or significant deficiency may adversely affect our ability to provide timely and reliable financial information necessary for the conduct of our business and satisfaction of our reporting obligations under the federal securities laws, that could affect our ability to remain listed on Nasdaq. Ineffective internal and disclosure controls could cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our depositary units or the rating of our debt.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

We did not repurchase any depositary units pursuant to our approved repurchase program discussed above in the three months ended June 30, 2026.

Item 5. Other Information

Rule 10b5-1 Trading Arrangements

During our last fiscal quarter, no director or officer, as defined in Rule 16a-1(f), adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," each as defined in Regulation S-K Item 408.

Appointment of Chief Accounting Officer

On August 3, 2026, the Board of Directors of Icahn Enterprises G.P. Inc., the general partner of Icahn Enterprises L.P. (the "Company"), appointed Rowella (Ching) Asuncion-Gumabong, who currently serves as Senior Vice President of Finance and Accounting of Icahn Associates Holding LLC ("Icahn Associates"), a privately owned company indirectly controlled by the Company's Chairman, Mr. Carl Icahn, as the Chief Accounting Officer of the Company and Icahn Enterprises G.P., Inc., effective August 6, 2026. Ms. Asuncion-Gumabong will serve as the Company's principal accounting officer. Robert Flint, who has served as the Company's Chief Financial Officer since May 2026 and as its Chief Accounting Officer since January 2024, will continue in his role as the Company's Chief Financial Officer. In connection with Ms. Asuncion-Gumabong's appointment to her new role, her base salary has been increased by $100,000 per annum. The Company will reimburse Icahn Associates for the portion of Ms. Asuncion-Gumabong's annual base salary of $500,000 attributable to services she provides for the Company, based upon the relative amount of time spent on activities for both the Company and Icahn Associates. Ms. Asuncion-Gumabong is currently expected to spend approximately 60% of her business time on performing her duties for the Company.

Ms. Asuncion-Gumabong, age 47, has served as the Senior Vice President of Finance and Accounting at Icahn Associates since January 2022 and previously served in various other roles at Icahn Associates since January 2009. Prior to joining Icahn Associates, Ms. Asuncion-Gumabong served as an Audit Supervisor at McGladrey & Pullen, LLP from January 2007 to January 2009 and as a Senior Auditor at Grant Thornton LLP from January 2005 to January 2007. Ms. Asuncion-Gumabong received her B.S. in Accountancy from the University of the Philippines.

Other than as described herein, there are no arrangements or understandings between Ms. Asuncion-Gumabong and any other persons pursuant to which she was selected as Chief Accounting Officer and principal accounting officer of the Company, and she has no family relationship with any director or executive officer of the Company and has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 6. Exhibits

Exhibit No.	Description
3.1	Third Amended and Restated Agreement of Limited Partnership of Icahn Enterprises L.P., dated February 24, 2025 (incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K filed on February 26, 2025).
3.2	Second Amended and Restated Agreement of Limited Partnership of Icahn Enterprises Holdings, dated as of February 24, 2025 (incorporated by reference to Exhibit 3.4 to the Company's Annual Report on Form 10-K filed on February 26, 2025).

10.1	Andrew Teno Separation Agreement (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2026).
10.2	Ted Papapostolou Employment Letter (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2026).
10.3	Robert Flint Employment Letter (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2026).
10.4	Form of Deferred Unit Award Agreement (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on May 6, 2026).
10.5†*	Stock Purchase Agreement dated July 19, 2026, by and among Metis HoldCo, Inc., Mavis Tire Supply, LLC, Icahn Automotive Group LLC, and Icahn Enterprises L.P., solely for the purposes of certain sections therein.
31.1	Certification of Chief Executive Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002 and Rule 13a-14(a) of the Securities Exchange Act of 1934.
31.2	Certification of Chief Financial Officer pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002 and Rule 13a-14(a) of the Securities Exchange Act of 1934.
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and Rule 13a-14(b) of the Securities Exchange Act of 1934.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
104	Cover Page Interactive Data File (formatted in Inline XBRL in Exhibit 101).

† Certain confidential information has been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K.
* Certain schedules, exhibits and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K and portions of this exhibit have been redacted pursuant to Item 601(a)(6) and Item 601(b)(10) of Regulation S-K. The Company will provide a copy of such omitted materials to the Securities and Exchange Commission or its staff upon request.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Icahn Enterprises L.P.

By: Icahn Enterprises G.P. Inc., its general partner

By: /s/ Ted Papapostolou
Ted Papapostolou
President, Chief Executive Officer and Director
(Principal Executive Officer)

By: /s/ Robert Flint
Robert Flint
Chief Financial Officer, Chief Accounting Officer, and Director (Principal Financial Officer and Principal Accounting Officer)

Date: August 4, 2026

Exhibit 10.5

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. THE OMITTED INFORMATION IS INDICATED BY [***].

STOCK PURCHASE AGREEMENT

by and among

MAVIS TIRE SUPPLY, LLC, as buyer,

METIS HOLDCO, INC., as buyer guarantor and solely for purposes of Sections 6.25 and 9.3,

ICAHN AUTOMOTIVE GROUP LLC, as seller

and

ICAHN ENTERPRISES L.P., as seller guarantor and solely for purposes of Sections 6.1(d), 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.18, 6.22, 6.23, 6.25 and 9.2

Dated as of July 19, 2026

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of July 19, 2026, is entered into by and among Mavis Tire Supply, LLC, a Delaware limited liability company ("Buyer"), solely for purposes of Sections 6.25 and 9.3, Metis HoldCo, Inc., a Delaware corporation ("Buyer Guarantor"), Icahn Automotive Group LLC, a Delaware limited liability company ("Seller") and, solely for purposes of Sections 6.1(d), 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.18, 6.22, 6.23, 6.256.24 and 9.2, Icahn Enterprises L.P., a Delaware limited partnership ("Seller Guarantor"). Buyer and Seller are referred to herein as the "Parties" and each as a "Party". Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Article I.

The Pep Boys-Manny, Moe & Jack Holding Corp., a Delaware corporation (the "Company") and its Subsidiaries are engaged in the business of (i) owning and operating and providing a full range of automotive maintenance and repair services at the tire and automotive repair shops listed on Exhibit A hereto (the "Repair Shops"); (ii) operating real estate consisting of leased, subleased, and owned supercenters, service and tire centers, and distribution centers; and (iii) the supporting store operation management and distribution network, including the operation of the distribution centers listed on Exhibit A hereto (the "Distribution Centers") (such business as currently conducted by the Company and its Subsidiaries, together with the business of Colchester solely as it relates to providing captive insurance coverage to the Company and its Subsidiaries engaged in the Business, the "Business").

WHEREAS, Seller owns all of the issued and outstanding capital stock of the Company, consisting of 100 shares of Company Common Stock (the "Company Shares");

WHEREAS, subject to the terms and conditions set forth herein, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Company Shares, in consideration for payment of the Purchase Price; and

WHEREAS, on or prior to the Closing, Seller Guarantor and its Subsidiaries (including the Company) will complete the activities and transactions set forth on Exhibit B hereto in accordance with, and on the terms and conditions set forth in, Section 6.18 and the Restructuring Documents approved by Buyer in accordance with the terms and conditions set forth in Section 6.18 and on Exhibit B (collectively, the "Restructuring").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
Definitions

For the purposes hereof, the following terms have the meanings set forth below:

"Access Limitations" has the meaning set forth in Section 2.3(d)(ii).

"Accounting Principles" means the accounting principles, conventions, policies, practices, procedures, classifications, judgments and methods set forth on Exhibit C.

"Acquisition Proposal" has the meaning set forth in Section 6.15(a).

"Adjustment Amount" means an amount (which may be positive or negative) equal to (a) the amount of Closing Cash and Cash Equivalents, minus (b) the amount of Closing Indebtedness, plus (c) the Net Working Capital Adjustment (which may be positive or negative), minus (d) the amount of Unpaid Seller Expenses, minus (e) the amount of Unpaid Income Taxes.

"Adjustment Escrow Amount" has the meaning set forth in Section 2.3(b)(i).

"Adjustment Escrow Fund" has the meaning set forth in Section 2.4.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, Contract or otherwise; *provided*, that, the Affiliates of Seller shall not include, as of the date of measurement, any Person that is a Public Company (other than (a) Seller Guarantor or its direct or indirect Subsidiaries or (b) any Public Company in which Carl C. Icahn owns (of record or beneficially) equity interests representing in excess of 50% of the voting power of the equity interests of such Public Company) in which Carl C. Icahn or any of his Affiliates has an interest as of the date hereof or acquires an interest after the date hereof (except to the extent that the applicable entity ceases to be a Public Company), or any direct or indirect Subsidiary thereof. "Affiliates" of Buyer shall not include any investment fund managed by or affiliated with, or portfolio company of any fund managed by or affiliated with, [***].

"Affiliate Agreement" has the meaning set forth in Section 3.21.

"Affiliate Transactions" has the meaning set forth in Section 3.21.

"Affiliated Group" means any affiliated group as defined in Section 1504 of the Code that has filed a consolidated return for U.S. federal income tax purposes (or any consolidated, combined or unitary group under state, local or non-U.S. Law).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Asset Retirement Obligations" means the aggregate amount of costs and Liabilities incurred or to be incurred by the Company or any of its Subsidiaries, to the extent required by any applicable lease or other Contract (whether operative or expired or terminated) or Law to remove improvements, equipment, cabling, fixtures, tanks, machinery, or other installations, and otherwise restore physically the applicable premises.

"Auditor Review Period" has the meaning set forth in Section 2.3(d)(iv).

"Base Purchase Price" means $700,000,000.

"[***] Bond" means the Seller Credit Support marked with an asterisk (*) on Schedule 3.5(d).

"Business Day" means each day that is not a day on which banking institutions in the city of New York, New York are authorized or obligated by Law or executive Order to close.

"Business IP" means all (a) Intellectual Property Rights used in, held for use in, developed for, or otherwise relating to the Business, (b) Intellectual Property Rights licensed or sublicensed to the Company or any of its Subsidiaries, and (c) Company Owned IP.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer Guaranteed Obligations" has the meaning set forth in Section 9.3(a).

"Buyer Guarantor" has the meaning set forth in the preamble to this Agreement.

"Buyer Guaranty" has the meaning set forth in Section 9.3(a).

"Buyer Indemnified Persons" has the meaning set forth in Section 5.2(a).

"Captive Collateral Arrangements" has the meaning set forth in Section 3.22(h).

"Captive Insurance Program" has the meaning set forth in Section 3.22(c).

"Cash and Cash Equivalents" means the aggregate amount of all freely available cash and cash equivalents of the Company and its Subsidiaries, on a consolidated basis, in accordance with the Accounting Principles (which for the purposes of clarity, does not include (a) with respect to Colchester, cash or cash equivalents required to collateralize any letters of credit, performance bonds or other similar instruments, (b) cash or cash equivalents subject to legal or other restrictions on transfer or that would cause the Company or any of its Subsidiaries to realize any Liability or cost (including any Taxes) if transferred between jurisdictions or between the Company and its Subsidiaries, including, restrictions on dividends and repatriations or any other form of restriction), (c) any restricted cash related to the Captive Insurance Program or (d) any cash, cash equivalents, restricted cash, marketable securities, deposits, or investments included within Net Working Capital. For the avoidance of doubt, Cash and Cash Equivalents shall exclude the amount of any outstanding checks, outstanding drafts, outstanding wire transfers and outstanding debit transactions written or made for the accounts of the Company or any of its Subsidiaries.

"Change of Control Payments" means all change of control severance, bonus or retention payments that are payable by the Company or any of its Subsidiaries to any Person (other than any banker, broker or investment advisor to the Company) as a result of the transactions contemplated hereby (but without regard to any action taken by Buyer), including those payments set forth on Exhibit D of this Agreement.

"Claim" means any action, suit, proceeding (including any arbitration proceeding), investigation, claim, charge, complaint, demand, challenge, notice audit, inquiry or other proceeding.

"Closed Leased Locations" means the tire and automotive repair shops, distribution centers and other properties currently or previously leased by the Company or any of its Subsidiaries that are closed or inoperative as of the Closing Date, including those listed on Exhibit E hereto.

"Closed Owned Locations" means the tire and automotive repair shops, distribution centers and other properties owned by the Company or any of its Subsidiaries that are closed or inoperative as of the Closing Date and listed on Exhibit F hereto.

"Closing" has the meaning set forth in Section 2.2.

"Closing Cash and Cash Equivalents" means the Cash and Cash Equivalents as of immediately prior to the Closing (after giving effect to payment by the Company of the amounts required to be paid pursuant to Section 6.2(b)).

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Indebtedness" means the aggregate Indebtedness of the Company and its Subsidiaries, on a consolidated basis, as of immediately prior to the Closing.

"Closing Payroll Taxes" means the sum of the aggregate amount of the employer-paid portion of any employment and payroll Taxes that will arise from (a) any Change of Control Payments, (b) the payment by the Company of any bonuses or commissions that are earned prior to the Closing but not yet paid as of the Closing, or (c) any unpaid severance liabilities currently being paid or payable to any employees or service providers who terminated employment or other service with the Company or any of its Subsidiaries (as applicable) prior to the Closing.

"Closing Statement" has the meaning set forth in Section 2.3(d)(i).

"Closing Statement Review Period" has the meaning set forth in Section 2.3(d)(ii).

"COBRA" has the meaning set forth in Section 3.15(c).

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

"Colchester" means Colchester Insurance Company, a Vermont insurance company.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Affiliate" has the meaning set forth in Section 3.21.

"Company Assets" has the meaning set forth in Section 3.8(a).

"Company Common Stock" means the common stock of the Company, par value $0.01 per share.

"Company Name and Marks" means (a) the "PEP BOYS" Trademark or any other Trademark constituting Company Owned IP, (b) any variations, translations, adaptations, derivations, abbreviations, acronyms, or combinations based on or including any Trademark referenced in clause (a), or (c) any Trademark confusingly similar to any Trademark referenced in clauses (a) or (b).

"Company Owned IP" means all (a) Intellectual Property Rights owned or purported to be owned (whether solely or jointly with others) by the Company or any of its Subsidiaries and (b) Intellectual Property Rights set forth on Schedule 3.11(a).

"Company Shares" has the meaning set forth in the recitals to this Agreement.

"Company Systems" means all of the following equipment and systems that are used by the Company or any of its Subsidiaries, whether owned by any such Person or which any such Person lease, license, or otherwise have the legal right to use: computers, computer systems, servers, hardware, Software, firmware, middleware, websites, Data, networks, servers, workstations, routers, hubs, switches, data communication equipment and lines, telecommunications equipment and lines, co-location facilities and equipment, and all other information technology equipment and related items of automated, computerized or Software systems, including any outsourced systems and processes (*e.g.*, hosting locations) and all associated documentation.

"Confidentiality Agreement" means that certain confidentiality agreement, dated as of November 17, 2025, by and between Mavis Tire Express Services Corp. and Seller Guarantor, as amended.

"Contest" has the meaning set forth in Section 6.1(g).

"Contract" means any agreement, contract, license, sublicense, covenant not to sue, exercise or assert, lease, obligation, undertaking or other commitment or arrangement, whether written or oral, that is legally binding upon a Person or any of its property, including all amendments, waivers or other changes thereto.

"Corporate Contracts" means all Contracts listed on Exhibit G and all other Contracts to which the Company or any of its Subsidiaries is a party as of immediately prior to the Closing, which relate to the Company's corporate functions and not specifically to Repair Shops, Distribution Centers or the supporting store operation management and distribution network.

"Corporate Employees" means the Persons employed by the Company or its Subsidiaries who are listed on Exhibit H.

"[***]" means [***].

"Data" means data, databases, data repositories, data lakes and collections, recordings, organization, structuring, storage, alignment or other combination of data or other Personal Information processing, information technology and communication environments, data classifications and data analysis.

"Data Privacy and Security Requirements" means the following, in each case to the extent applicable to the conduct of the Business, any privacy or security (including security breach notification) requirements, any Company System, or any matters relating to privacy and Personal

Information protection, security or Processing: (a) all Privacy and Security Laws and other applicable Laws and any related security (including security breach notification) requirements; (b) the Company's and its Subsidiaries' own respective internal and external past and present rules, policies, and procedures; (c) industry standards, best available practices (including relevant guidance and case law) and codes of conduct to which the Company or any of its Subsidiaries purport to comply with or be bound, requirements of self-regulatory bodies, and the Payment Card Industry Data Security Standard; and (d) Contracts or other representations, obligations, or commitments (including security controls) to which the Company or any of its Subsidiaries is bound or has made or agreed to comply with.

"Data Room" means the virtual data room established by the Company in relation to the transactions contemplated by this Agreement, hosted by Intralinks.

"Direct Claim" has the meaning set forth in Section 5.6.

"Dispute" has the meaning set forth in Section 9.16.

"Disputed Item" has the meaning set forth in Section 2.3(d)(iii).

"Distribution Centers" has the meaning set forth in the Recitals.

"Employee Benefit Plan(s)" has the meaning set forth in Section 3.15(a).

"Environmental Laws" means whenever enacted or in effect all Laws and contractual obligations, in each case concerning public or worker health and safety, pollution, the generation, use, treatment, storage, transportation, handling, disposal, or release of Hazardous Substances, or protection of the environment.

"Equity" means, with respect to any Person, any capital stock, membership interests, other share capital, equity or ownership interest or other security.

"Equity Equivalents" means, with respect to any Person, (a) any securities (including debt securities) directly or indirectly convertible into or exchangeable or exercisable for any Equity or securities containing any profit participation features, (b) any rights, warrants or options directly or indirectly to subscribe for or to purchase any Equity or securities containing any profit participation features, or to subscribe for or to purchase any securities (including debt securities) convertible into or exchangeable or exercisable for any Equity or securities containing any profit participation features, (c) any share appreciation rights, phantom share rights, other rights the value of which is linked to the value of any securities or interests referred to in clauses (a) and (b) above or other similar rights, or (d) any securities (including debt securities) issued or issuable with respect to the securities or interests referred to in clauses (a) through (c) above in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any employer that is or would be at the relevant time treated as a single employer with the Company or any of its Subsidiaries under Sections 414(b), (c), (m) or (o) of the Code.

"–[***] Litigation" means the litigation identified on Schedule 1.1(a).

"Escheat and Unclaimed Property Obligations" means any Liability (including any penalties or interest in connection therewith) imposed by, or otherwise owed to, a Government Entity on or by, as applicable, the Company or any of its Subsidiaries under any applicable unclaimed property, abandoned property, or escheat or similar Law in respect of escheatable, unclaimed or abandoned property attributable to any period ending on or before the Closing Date.

"Escrow Agent" has the meaning set forth in Section 2.3(b)(i).

"Escrow Agreement" has the meaning set forth in Section 2.4.

"Estimated Adjustment Amount" means an amount (which may be positive or negative) equal to (a) the amount of Estimated Cash and Cash Equivalents minus (b) the amount of Estimated Closing Indebtedness plus (c) the Estimated Net Working Capital Adjustment (which may be positive or negative) minus (d) the amount of Estimated Unpaid Seller Expenses, minus (e) the amount of Estimated Unpaid Income Taxes.

"Estimated Cash and Cash Equivalents" has the meaning set forth in Section 2.3(a).

"Estimated Closing Indebtedness" has the meaning set forth in Section 2.3(a).

"Estimated Net Working Capital Adjustment" has the meaning set forth in Section 2.3(a).

"Estimated Purchase Price" means the Base Purchase Price plus the Estimated Adjustment Amount.

"Estimated Unpaid Seller Expenses" has the meaning set forth in Section 2.3(a).

"Estimated Unpaid Income Taxes" has the meaning set forth in Section 2.3(a).

"Excluded Business" means any business currently or previously conducted by Seller, the Excluded Entities and any of their respective Affiliates (including the Company and its Subsidiaries), in each case, other than the Business, which includes, for the avoidance of doubt, (a) the business of Colchester related to providing captive insurance coverage to any Excluded Entities or other Affiliates of Seller Guarantor (other than the Company and its Subsidiaries (following the Restructuring)), and (b) the Closed Leased Locations.

"Excluded Entities" means Precision Auto Care, Inc., a Virginia corporation (a subsidiary of the Company), Icahn Automotive Service LLC, a Delaware limited liability company (including, among others, American Driveline Systems Inc., a Delaware corporation, Icahn Automotive Service Partners LLC, a Delaware limited liability company, AAMCO Transmissions, Inc., a Pennsylvania corporation, AAMCO Transmissions, LLC, a Pennsylvania limited liability company, and Cottman Transmission Systems, LLC, a Delaware limited liability company), AEP PLC LLC, a Delaware limited liability company, IEH Auto Parts Holding LLC, a Delaware limited liability company, Pep Boys Pakistan (SMC-Private) Limited, a single member Pakistan private company, and Icahn Automotive Group Team Member Charitable Fund, a Delaware charitable nonstock corporation, and each of their respective Subsidiaries.

"Final Purchase Price" has the meaning set forth in Section 2.3(d)(v).

"Financial Statements" has the meaning set forth in Section 3.5(a).

"Fraud" means fraud under Delaware law with respect to the making of the representations and warranties set forth in Article III, Article IV, Section 9.2 and Section 9.3 of this Agreement, but excluding any claim for equitable fraud, constructive fraud, promissory fraud, unfair dealings fraud, fraud by reckless or negligent misrepresentations or any tort based on negligence or recklessness.

"Fundamental Representations" means the representations set forth in Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.21 and Section 3.26.

"GAAP" means the United States generally accepted accounting principles.

"Government Bid" means any bid, proposal, quotation, or other offer made by the Company or any of its Subsidiaries, that, if accepted, could reasonably be expected to lead to the award of a Government Contract.

"Government Contract" means any Contract that is (i) between the Company or any of its Subsidiaries and a Government Entity, or (ii) entered into by the Company or any of its Subsidiaries as a subcontractor at any tier in connection with a contract between another Person and a Government Entity.

"Government Entity" means any United States or foreign governmental authority, including any national, federal, territorial, state, commonwealth, province, territory, county, municipal, district, local governmental jurisdiction of any nature or any other governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental department, division, agency, bureau, office, branch, court, commission, arbitral or other tribunal, or other governmental instrumentality) or any political or other subdivision or part of any of the foregoing.

"Hazardous Substance" means any substance, material or waste as to which Liability or standards of conduct are imposed under any Environmental Law, including any quantity of asbestos in any form, urea formaldehyde, Polychlorinated Biphenyls, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, per- and poly-fluoroalkyl substances, any radioactive substance, or any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound substance, material or waste or words of similar meaning and regulatory effect as such terms are defined by any Environmental Laws, whether solid, liquid or gas.

"In Process Division Costs" has the meaning set forth in Section 3.19(f).

"Indebtedness" means, as of any time, without duplication, the aggregate amount of (a) any obligations of any Person arising under any indebtedness for borrowed money (including all obligations for principal, interest, penalties, fees, expenses, expenses associated with repayment including prepayment premiums or penalties, early termination fees, breakage costs and bank overdrafts thereunder), (b) any indebtedness of any Person evidenced by any note, bond, debenture or other debt security, (c) in each case to the extent drawn, obligations for letters of credit, performance bonds, surety bonds, bankers' acceptances, or similar facilities, (d) any Liability of any Person with respect to interest rate swaps, collars, caps and similar hedging obligations, (e) all obligations of any Person for leases classified as capital or finance leases in the Financial Statements or required to be so classified in accordance with GAAP, and any operating leases currently or formerly (following the Most Recent Audit Date) classified as capital or finance leases, including, in either case, those set forth on Schedule 1.1(c) and calculated in accordance therewith, (f) all obligations of any Person for fixed and determinable deferred and unpaid purchase price of property or services, (other than trade payables and accrued expenses incurred in the Ordinary Course), including any earn-out obligations, seller notes, indemnities, post-closing purchase price true-ups, and holdbacks (in each case, whether contingent or otherwise, and calculated as the maximum amount payable under or pursuant to such obligation), (g) any unpaid severance liabilities in respect of employees and service providers of such Person pursuant to a written separation agreement, severance agreement or severance plan who terminated employment or whose services to the Company or any of its Subsidiaries have ceased (as applicable) prior to the Closing and deferred compensation Liabilities of such Person, (h) any obligations of any Person upon which interest charges are customarily paid (excluding trade accounts payable), (i) any obligations of any Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities or property, (j) any payments made to or upon the termination of, and any fees and expenses owing in respect of any Affiliate Agreements or Affiliate Transactions and any unpaid dividends or distributions, or any amounts owed to Seller or any of its Affiliates, (k) the balance sheet value of any loss contract as determined in accordance with GAAP, (l) any Liabilities under any supplier financing arrangements entered into by the Company or any of its Subsidiaries, (m) all obligations, net of reimbursement receivables arising from sub tenant rent, common area maintenance and related Taxes relating to periods prior to the Closing, which shall not be a negative number, (n) aged accounts payable, accrued liabilities, or other Liabilities outstanding for more than five years as of the Closing, which shall in the aggregate be no less than $[***], (o) the Payroll Lien Amount, (p) all obligations of the type referred to in clauses (a) through (o) of any Persons the payment of which any Person is responsible or liable directly or indirectly as obligor, guarantor, or surety or otherwise. For the avoidance of doubt, Indebtedness shall not include (x) any item included in the calculation of Net Working Capital; (y) trade payables, accrued payroll, accrued bonuses, accrued vacation, customer deposits, short-term deferred revenue, operating lease liabilities, warranty reserves and other current liabilities incurred in the Ordinary Course; or (z) contingent obligations except to the extent specifically described in clauses (a) through (q) of in this definition, due and payable as of Closing or that facts and circumstances resulting in the obligations occurred as of Closing.

"Indemnified Party" has the meaning set forth in Section 5.5(a).

"Independent Auditor" has the meaning set forth in Section 2.3(d)(iv).

"Information Security Program" means a written information security program that complies with and provides reasonable and appropriate administrative, technical, and physical measures consistent with Data Privacy and Security Requirements and that is reasonable for the industry in which the Company operates to protect Personal Information and Company Systems against loss, damage, and unauthorized access, use, modification or misuse.

"Insurance Policy" has the meaning set forth in Section 3.22(a).

"Intellectual Property Rights" means all rights, title, and interest in and to all intellectual property and proprietary rights of every kind and nature however denominated in any jurisdiction throughout the world, including (a) patents, patent applications and patent disclosures and improvements thereto, (b) Trademarks, (c) copyrights (whether registered or unregistered), works of authorship (whether or not copyrightable), moral rights and all applications, registrations and renewals in connection therewith, (d) rights in and to Software, all accelerators, enrichment, measurement and management tools used in performing services, and all rights therein or thereto, (e) rights in and to Data, (f) all rights of privacy and publicity, including rights to use of the names, likenesses, voices, signatures, and biographical information of real persons, (g) Trade Secret rights, (h) rights in or relating to (including the right to claim priority to) applications, registrations, renewals, extensions, combinations, revisions, divisions, continuations, continuations-in-part and reissues of, and applications for, any of the rights referred to in any of the foregoing clauses (a) through (g), (i) all rights to sue (and recover and retain damages and costs and attorneys' fees) for past, present and future infringement, misappropriation, dilution or other violations of any of the foregoing clauses (a) through (h), and (j) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"IP Agreements" has the meaning set forth in Section 3.10(a)(vii).

"IRS" means the Internal Revenue Service of the United States.

"Inventory" means all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, tires and other inventories, in each case, related to the Business.

"Knowledge" means, with respect to Seller, the actual knowledge of [***] after reasonable inquiry.

"Laws" means all statutes, laws (including common law), codes, ordinances, regulations, rules, Orders, assessments, awards or acts of any Government Entity.

"Lease Amendment Agreements" shall mean the lease amendment agreements with respect to the Leases set forth on Exhibit I-1 to this Agreement (other than those which indicate a term length of zero years), to be entered into by and between Seller or one of its Affiliates and the Company or one of its Subsidiaries at the Closing, substantially in the form attached hereto as Exhibit I-2, with the applicable rent amounts and term for each such Lease as described on Exhibit I-1, which exhibit shall also indicate whether the applicable Repair Shop has been separately demised, has not been separately demised or is in the process of being separately demised (for purposes of determining the appropriate terms within Exhibit I-2) and if not separately demised, the percentage of the square footage of such property that such Repair Shop will occupy, and with respect to those Repair Shops that have not yet been separately demised, attaching the applicable floor plan (as described in Exhibit I-1) for such property attached hereto as Exhibit J.

"LeaseCo" means IAG LeaseCo LLC, a Delaware limited liability company.

"Leased Real Property" has the meaning set forth in Section 3.19(b).

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral) pursuant to which Seller Guarantor, the Company or any of their respective Subsidiaries hold any Leased Real Property (including any prime lease underlying any New Sublease Agreement), including all amendments and modifications thereto and the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller Guarantor, the Company or any of their respective Subsidiaries thereunder.

"Liability" means any liability, commitment, debt, claim, demand, expense or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and due or to become due).

"License" means any permit, license, variance, franchise, security clearance, Order, approval, consent, certificate, registration, accreditation or other authorization issued or granted by any Government Entity and other similar rights.

"Lien" means any charge, claim, assignment, deposit arrangement, mortgage, pledge, encumbrance, license, sublicense, lien (statutory or otherwise), right of first or last refusal or offer, option, covenant not to assert or sue, ownership interest of another Person, or other security interest, restriction, limitation or other similar third party right of any kind or nature.

"Losses" means all losses, Liabilities, Claims, cause of actions, costs, damages, demands, judgments, awards, settlements, Taxes and expenses, whether or not arising out of Third Party Claims (including interest, penalties, fines, reasonable attorneys', consultants', experts' and other professional advisors' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing).

"Material Adverse Effect" means any result, occurrence, fact, change, event or effect that, individually or in the aggregate with any other results, occurrences, facts, changes, events or effects, (a) has a material adverse effect on the business, properties, assets, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or (b) materially impairs or materially delays the ability of the Company or Seller to consummate the transactions contemplated by this Agreement in a timely manner or to perform its obligations hereunder. Notwithstanding the foregoing, solely for the purposes of the foregoing clause (a), no result, occurrence, fact, change, event or effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent resulting from (i) conditions generally affecting the industry in which the Company and its Subsidiaries operate, the United States economy or the economy of any jurisdiction in which the Company and its Subsidiaries have material operations, (ii) any national or international political or social conditions, including engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, (iii) changes in GAAP or changes in any Laws, (iv) general changes in the financial, banking or securities markets, (v) natural disasters and other "acts of God", pandemics, epidemics, public health emergencies, quarantines and responses thereto, (vi) the public announcement and consummation of the transactions contemplated by this Agreement, or (vii) any failure by the Company and its Subsidiaries to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (although the underlying facts and circumstances resulting in such failure shall be taken into account); *provided*, that any change, effect, event, circumstance, occurrence or state of facts relating to clauses (i) through (v) may be taken into account in determining whether a Material Adverse Effect has occurred to the extent such change, effect, event, circumstance, occurrence or state of facts has a disproportionate adverse effect on the Company and its Subsidiaries as compared to other participants in the industries in which the Company and its Subsidiaries operate.

"Material Contracts" has the meaning set forth in Section 3.10(b).

"Material Customer(s)" have the meaning set forth in Section 3.23.

"Material Vendor(s)" have the meaning set forth in Section 3.23.

"Most Recent Audit Date" has the meaning set forth in Section 3.5(a).

"Most Recent Audited Balance Sheet" has the meaning set forth in Section 3.5(a).

"Most Recent Balance Sheet" has the meaning set forth in Section 3.5(a).

"Most Recent Balance Sheet Date" has the meaning set forth in Section 3.5(a).

"Net Working Capital" means (a) the current assets of the Company and its Subsidiaries, on a consolidated basis, as of immediately prior to the Closing, minus (b) the current liabilities of the Company and its Subsidiaries, on a consolidated basis, as of immediately prior to the Closing, in the case of each of clauses (a) and (b), determined in accordance with the Accounting Principles. Set forth on Exhibit K is an illustrative calculation of the Net Working Capital of the Company and its Subsidiaries as of April 30, 2026. For the avoidance of doubt, (1) Net Working Capital shall include any current Tax assets other than income Tax assets (including, for example, any prepaid Taxes and, to the extent not included in the definition of Cash and Cash Equivalents, money set aside for the payment of Taxes in trust accounts or otherwise) and any current Tax liabilities, and (2) Net Working Capital shall not include any amounts of Closing Cash and Cash Equivalents, Closing Indebtedness, Unpaid Seller Expenses, Unpaid Income Taxes, or income Tax assets or liabilities (current or deferred).

"Net Working Capital Adjustment" means (a) if the Net Working Capital exceeds the NWC Target Amount, then the amount by which Net Working Capital exceeds the NWC Target Amount or (b) if the NWC Target Amount exceeds the Net Working Capital, then the amount by which the NWC Target Amount exceeds the Net Working Capital; *provided*, that any amount which is calculated pursuant to clause (b) above shall be deemed to be a negative number.

"New Sublease Agreements" shall mean the sublease agreements with respect to the Repair Shops set forth on Exhibit L-1 to this Agreement (other than with respect to the Retained Leases as determined as of the Closing Date), to be entered into by and between LeaseCo and the Company or one of its Subsidiaries at the Closing, substantially in the form attached hereto as Exhibit L-2(a), Exhibit L-2(b) or Exhibit L-2(c), as applicable, with the applicable rent amount for each such Lease as described on Exhibit L-1, which exhibit shall also indicate whether the applicable Repair Shop has been separately demised (so Exhibit L-2(b) is applicable), has not yet been separately demised (so Exhibit L-2(a) is applicable) or is in the process of being separately demised (so Exhibit L-2(c) is applicable) and if not yet separately demised, the percentage of the square footage of such property that such Repair Shop will occupy, and with respect to those Repair Shops that have not yet been separately demised, attaching the applicable floor plan (as described in Exhibit L-1) for such property attached hereto as Exhibit J.

"Non-Puerto Rico 401(k) Plan" has the meaning set forth in Section 6.2(c).

"Notice of Disagreement" has the meaning set forth in Section 2.3(d)(iii).

"NWC Target Amount" equals $[***], as such amount may be increased, as provided in the Accounting Principles.

"Off-the-Shelf Software" means Software that is generally commercially available, unmodified and prepackaged and licensed pursuant to a standard form click-wrap or shrink-wrap agreement, and used by the Company or any of its Subsidiaries solely for their own internal use with a replacement cost or aggregate fee, royalty, or other consideration for any such Software of no more than $[***].

"Open Source Software" means Software that is licensed pursuant to: (a) any license that is, or is substantially similar to, a license approved by the Open Source Initiative (www.opensource.org), (b) any license under which Software is distributed or licensed as "free software," "open source software," or under similar terms, or (c) any license that requires or that conditions any rights granted in such license upon (i) the disclosure, distribution or licensing of any other Software (other than such item of Software in its unmodified form), (ii) a requirement that any disclosure, distribution or licensing of any other Software (other than such item of Software in its unmodified form) be at no charge, (iii) a requirement that any other licensee of the Software be permitted to modify, make derivative works of, or reverse-engineer (other than as prohibited under Law) any such other Software, or (iv) a requirement that such other Software be redistributable by other licensees, in each case (a), (b) and (c) whether or not source code is available or included in such license.

"Order" means any order, judgment, writ, injunction, stipulation, award or decree.

"Ordinary Course" means the ordinary course of business consistent with past practice.

"Outside Date" means the first Business Day that is at least 90 days following the date of this Agreement.

"Owned Real Property" has the meaning set forth in Section 3.19(a).

"Payroll Lien Amount" means an amount equal to $[***], which represents the U.S. federal payroll taxes owed by the Company for the U.S. federal payroll tax period ending [***] and which amount, for the avoidance of doubt, excludes any interest, penalties, fines, additions to tax in respect of the same, less amounts paid in satisfaction thereof in accordance with this Agreement.

"Permitted Liens" means (a) landlord's, mechanic's, carrier's, workmen's, repairmen's or other similar statutory Liens arising or incurred in the Ordinary Course for amounts which are not due and payable, (b) Liens for Taxes or assessments and similar charges, which are not due and payable or being contested in good faith and for which appropriate reserves have been established in accordance with GAAP in the Financial Statements, (c) zoning, building and other land use regulations imposed by Government Entities having jurisdiction over the Real Property which are not violated by the current use and operations of the Real Property, and (d) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Real Property which do not materially impair the occupancy or use of the Real Property by the Company or its Subsidiaries for the purposes for which it is currently used in connection with their business.

"Person" means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, Government Entity or department, agency or political subdivision thereof or other entity.

"Personal Information" means any data, alone or in combination, that (a) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be associated or linked, directly or indirectly, with a particular individual, household, or device (*e.g.*, name, address, phone number, email address, financial account number, payment card data, government issued identifier, health or medical information, account user names and passwords, cookies and similar technologies, IP addresses, unique online identifiers and unique device identifiers), or (b) is otherwise protected by or subject to any Privacy and Security Law or defined as "personal information", "personal data", "personally identifiable information", "personally identifiable data", or "protected health information".

"PPACA" has the meaning set forth in Section 3.15(c).

"Pre-Closing Seller Premises Division Work" has the meaning set forth in Section 3.19(e).

"Pre-Closing Tax Period" means all taxable periods ending on or before the Closing Date and the portion of any Straddle Period beginning on the first day of such Straddle Period and ending on the Closing Date.

"Pre-Closing Taxes" means, without duplication, (a) all Taxes (or the non-payment thereof) of Seller and any Excluded Entities, (b) all Taxes (or the non-payment thereof) of or imposed on the Company or any of its Subsidiaries for any Pre-Closing Tax Period, (c) all Taxes of any member of an Affiliated Group of which the Company or any of its Subsidiaries (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar U.S. state or local, or non-U.S. Law, (d) all Taxes arising from the purchase and sale of the Company Shares as contemplated by this Agreement except as otherwise expressly allocated pursuant to this Agreement, (e) any obligation to indemnify, reimburse, or otherwise make payments to any Person in respect of Taxes pursuant to a Contract entered into prior to Closing, (f) any Taxes of any Person (other than the Company or any of its Subsidiaries) imposed on the Company or any of its Subsidiaries as a transferee or successor, by Contract or pursuant to any Law, which Taxes relate to an event or transaction occurring before the Closing, (g) any Taxes arising from the settlement, repayment, retirement, cancellation or elimination of any intercompany balances between the Company and any of its Subsidiaries or between any of the Company's Subsidiaries existing as of the beginning of the day on the Closing Date, (h) any Taxes payable under Section 965 of the Code, regardless of whether an election under Section 965(h) of the Code has been made, (i) any Taxes incurred in connection with the Restructuring, (j) any Taxes resulting from any breach or non-fulfillment of any Tax covenant, agreement, or obligation of the Company or any of its Subsidiaries (prior to the Closing) and Seller contained in Section 6.1, and (k) any Taxes incurred by the Company or any of its Subsidiaries after the Closing as a result of (i) any deferred intercompany transaction described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law) which occurred in a Pre-Closing Tax Period or excess loss account arising under Treasury Regulations Section 1.1502-19 (or any corresponding or similar provision of state, local or non-U.S. income Tax law) established in a Pre-Closing Tax Period, (ii) a change in method of accounting or Section 481 adjustment in a Pre-Closing Tax Period, (iii) any inclusion under Section 951(a) or Section 951A of the Code properly allocable to a Pre-Closing Tax Period, (iv) installment method of accounting or open transaction disposition entered into prior to the Closing, or (v) any prepaid amount received or paid in a Pre-Closing Tax Period; *provided*, however, that Pre-Closing Taxes shall not include (A) any Tax or Taxes accounted for or otherwise included in the calculation of Net Working Capital, Closing Indebtedness, Closing Payroll Taxes, or Unpaid Income Taxes, (B) any Taxes, other than Taxes described in clause (k)(i) above, resulting from action taken by Buyer or its Affiliates (including, after the Closing, the Company and its Subsidiaries) or any transactions entered into by Buyer or its Affiliates (including, after the Closing, the Company and its Subsidiaries) in each case outside the Ordinary Course occurring on the Closing Date after the Closing, unless contemplated by this Agreement, (C) Taxes due to the unavailability in any Tax periods (or portions thereof) beginning after the Closing Date of any net operating losses, credits, or other Tax attributes of the Company from a Tax period (or portion thereof) ending on or before the Closing Date, or (D) any Taxes resulting from a breach by Buyer of its obligations under Section 6.1(c)(i).

"Preliminary Closing Statement" has the meaning set forth in Section 2.3(a).

"Privacy and Security Laws" means all (a) applicable Laws concerning Processing, Personal Information, data protection, privacy, security or other similar Laws (including any security breach notification requirements); (b) mandatory industry guidelines (whether statutory or non-statutory) or mandatory codes of practice issued by the relevant supervisory authority relating to data protection, privacy or security; and (c) Contracts to which the Company is a party or otherwise bound.

"Process" (or "Processing" or "Processed") means any operation or set of operations, whether or not by automatic means, which is performed on Data, sets of Data or a Company System.

"Prohibited Behavior" means (a) any form of harassment, discrimination or retaliation or (b) any type of misconduct on the basis of a protected status or classification.

"Public Company" shall mean any entity having securities which are listed on any tier of the New York Stock Exchange or the NASDAQ Stock Market or any other similar national or international securities exchange or quoted on any tier of the OTC Markets Group (including the OTCQX, OTCQB and OTC Pink marketplace) or any other similar national or international quotation service.

"Purchase Price" means the Base Purchase Price plus the Adjustment Amount.

"R&W Insurance Policy" means the Buyer-side representations and warranties insurance policy to be procured and issued to Buyer with respect to this Agreement.

"Real Property" has the meaning set forth in Section 3.19(c).

"Reinsurance Agreements" has the meaning set forth in Section 3.22(f).

"Released Persons" has the meaning set forth in Section 6.7.

"Repair Shops" has the meaning set forth in the Recitals.

"Resolution Period" has the meaning set forth in Section 2.3(d)(iii).

"Responsible Party" has the meaning set forth in Section 5.5(a).

"Restructuring" has the meaning set forth in the Recitals.

"Restructuring Documents" means each agreement, instrument, certificate, consent, approval, filing, notice, assignment, conveyance, transfer document and other document contemplated by Exhibit B or to be otherwise entered into, delivered or filed by Seller Guarantor or any of its Subsidiaries (including the Company) or any other party contemplated to be party thereto in accordance with Exhibit B, as may be necessary or appropriate to consummate the Restructuring in accordance with Section 6.18.

"Retained Lease" has the meaning set forth in Section 6.22(a).

"Reverse Termination Fee" has the meaning set forth in Section 8.2(b).

"Schedules" has the meaning set forth in the preamble to Article III.

"Security Incident" means (a) actual, suspected, or alleged unauthorized access, acquisition, interruption, alteration or modification, loss, theft, corruption or other unauthorized Processing of Personal Information or other Data, (b) inadvertent, unauthorized, and/or unlawful sale, or rental of Personal Information or other Data, or (c) any breach of the security of or other unauthorized access to or use of or other compromise to the integrity or availability of the Company Systems.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Credit Support" means all letters of credit, surety bonds, guarantees or other credit support instruments issued for the benefit of or posted by or on behalf of Seller Guarantor or any of its Affiliates, including Colchester, the Company or any of its Subsidiaries exclusively in connection with the Business, described on Schedule 3.5(d).

"Seller Contest" has the meaning set forth in Section 6.1(g).

"Seller Expenses" means the aggregate amount of (a) any fees, expenses, commissions or other amounts payable by the Company or any of its Subsidiaries (whether on behalf of the Company or any of its Subsidiaries or Seller or any of their respective Affiliates) or that is subject to payment or reimbursement by the Company or any of its Subsidiaries in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including the fees and expenses of any advisors, experts, brokers, finders, consultants, accountants, auditors, lawyers, investment bankers or other advisors, (b) any Change of Control

Payments, (c) Closing Payroll Taxes, (d) 50% of any fees and expenses to the Escrow Agent pursuant to the Escrow Agreement which shall be prepaid for the full escrow term at the Closing.

"Seller Guaranteed Obligations" has the meaning set forth in Section 9.2(a).

"Seller Guarantor" has the meaning set forth in the preamble to this Agreement.

"Seller Guaranty" has the meaning set forth in Section 9.2(a).

"Seller Indemnified Persons" has the meaning set forth in Section 5.2(b).

"Software" means all data, databases, collections of data, computer programs, including all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, all documentation, including user manuals and other training or other documentation or media, relating to any of the foregoing.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interest of which is sufficient to elect at least a majority of the board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interest of which) is owned directly or indirectly by such first Person.

"Tax" means (a) U.S. federal, state, local or non-U.S. or other taxes, including income, gross receipts, ad valorem, franchise, profits, windfall profits, value-added, goods and services, harmonized sales, sales, use, transfer, registration, excise, utility, environmental, communications, real or personal property, capital stock, license, payroll, wage or other withholding, employment, unemployment, disability, social security (or similar), health insurance, premiums, any state insurance premium-based tax (including premium tax, self-procurement tax, and surplus line tax), government pension plan, severance, stamp, occupation, alternative or add-on minimum, estimated, customs duties, assessments, charges and other taxes of any kind whatsoever, and (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority or Tax Law in connection with any item described in clause (a) above, including as a result of any failure to timely or properly file a Tax Return.

"Tax Return" means any return, declaration, report, claim for refund, estimate, information report, return statement or filing, filed or required to be filed relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Taxing Authority" means any Government Entity responsible for the administration, imposition or collection of any Tax.

"[***] Escrow Amount" has the meaning set forth in Section 2.3(b)(i).

"[***] Escrow Fund" has the meaning set forth in Section 2.4.

"[***] Statement" has the meaning set forth in Section 6.11(a).

"[***] Statement Review Period" has the meaning set forth in Section 6.11(a).

"Third Party Claim" has the meaning set forth in Section 5.5(a).

"Trade Secrets" means, collectively, (a) trade secrets and other confidential or sensitive information (including of third parties), Personal Information, Data, inventions (whether or not patentable or reduced to practice), ideas, know-how, processes, methods, techniques, research and development, source code, drawings, specifications, layouts, designs, formulae, algorithms, compositions, industrial models, architectures, plans, proposals, technical data, financial, business and marketing plans and proposals, customer and supplier lists, and price and cost information, and (b) privileged or proprietary information which, if compromised through any theft, interruption, modification, corruption, loss, misuse or unauthorized access or disclosure, could cause serious harm to the organization owning it.

"Trademarks" means any and all trademarks, service marks, brands, certification marks, collective marks, trade dress, trade names, slogans, product designations, logos, Internet domain names, corporate names, rights in telephone numbers, rights in and to usernames, handles, tags, and other online identifiers, profiles, and accounts, for all third party social media, advertising, e-commerce, and other similar online sites, and any other indicia of source or origin (including "look and feel"), together with all translations, adaptations, derivations, abbreviations, acronyms, and combinations thereof, all applications, registrations, and renewals in connection therewith, and all goodwill associated with each of the foregoing.

"Transaction Documents" means, collectively, this Agreement, the Lease Amendment Agreements, the New Sublease Agreements, the Escrow Agreement, the Transition Services Agreement, the Restructuring Documents, and all other agreements, certificates and instruments contemplated by this Agreement.

"Transfer Taxes" has the meaning set forth in Section 6.1(f).

"Transition Services Agreement" means that certain Transition Services Agreement to be entered into by and between Buyer and Seller on the Closing Date, substantially in the form attached hereto as Exhibit M, pursuant to which (a) the Company, through the Corporate Employees, will provide certain services to Seller and its Affiliates, and (b) Seller and its Affiliates will provide certain services to the Company and its Subsidiaries.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code.

"Unpaid Seller Expenses" means those Seller Expenses that have not been paid as of immediately prior to the Closing.

"Unpaid Income Taxes" means the amount (which shall not be less than zero) of any accrued and unpaid federal, state, local and non-U.S. Taxes of the Company and its Subsidiaries based on or measured by reference to gross or net income or receipts, including any gross receipts Tax, franchise Tax, commercial activity Tax or business and occupations Tax (to the extent, in each case, such Tax is imposed in lieu of an income Tax) and that are attributable to the Pre-Closing Tax Period (as apportioned with respect to any Straddle Period, pursuant to

Section 6.1(a)), determined on a jurisdiction-by-jurisdiction basis, including any Taxes payable under Section 965 of the Code, regardless of whether an election under Section 965(h) of the Code has been made.

"WARN Act" has the meaning set forth in Section 3.14(c).

ARTICLE II
Stock Purchase; Closing

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer and convey to Buyer, free and clear of all Liens and restrictions on transfer (other than restrictions on transfer under applicable securities Laws), and Buyer shall purchase and acquire from Seller, all of the Company Shares and, in exchange, Buyer shall pay the Estimated Purchase Price to Seller (in accordance with Section 2.3).

2.2 Closing. The consummation of the transactions contemplated by this Agreement (collectively, the "Closing") will take place remotely by the exchange of documents and signatures (or their electronic counterparts), no later than five Business Days after the last of the conditions to Closing set forth in Article VII has been satisfied or waived by the party or parties entitled to waive the same (other than conditions which, by their nature, are to be satisfied on the Closing Date, but are capable of being satisfied on the Closing Date), or at such other time or on such other date or at such other place as Seller and Buyer may mutually agree upon in writing, which date shall be referred to as the "Closing Date". The Closing shall be effective as of 12:01 a.m., Eastern Time, on the Closing Date.

2.3 Purchase Price.

(a) Estimated Purchase Price. At least five Business Days prior to the Closing, Seller shall prepare and deliver to Buyer a good faith calculation and estimate (the "Preliminary Closing Statement") of: (i) the amount of Closing Cash and Cash Equivalents (the "Estimated Cash and Cash Equivalents"), (ii) the Net Working Capital and the resulting Net Working Capital Adjustment (the "Estimated Net Working Capital Adjustment"), (iii) the amount of Closing Indebtedness (the "Estimated Closing Indebtedness"), (iv) the amount of Unpaid Seller Expenses (the "Estimated Unpaid Seller Expenses"), (v) the amount of Unpaid Income Taxes (the "Estimated Unpaid Income Taxes") and (vi) using the amounts referred to in clauses (i) through (v), the resulting calculation of the Estimated Purchase Price, together with reasonable supporting detail and documentation. The Preliminary Closing Statement, and each element of the Preliminary Closing Statement shall be prepared in accordance with the Accounting Principles and the applicable definitions herein. Buyer shall have the right to review and comment on the Preliminary Closing Statement and Seller shall consider such comments in good faith and revise the Preliminary Closing Statement as appropriate to reflect any agreed adjustments thereto, it being understood and agreed that Buyer's proposal of revisions or failure to propose any revisions to the Preliminary Closing Statement shall not be deemed to waive or otherwise impair any rights of Buyer pursuant to this Agreement.

(b) Closing Payments. At the Closing, Buyer shall pay or cause to be paid by wire transfer of immediately available funds, the Estimated Purchase Price as follows:

(i) $[***] (the "Adjustment Escrow Amount") and $[***] (the "[***] Escrow Amount") to the Escrow Agent, which amount shall be deposited into segregated accounts established and maintained at Western Alliance Bank (the "Escrow Agent") for credit toward, respectively, the Adjustment Escrow Fund and the [***]Escrow Fund with each to be held and delivered by the Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement;

(ii) the remainder of the Estimated Purchase Price after taking into account the payment described in the preceding clause (i), which amount shall be deposited into the account designated in writing by Seller at least two Business Days prior to Closing.

(c) Other Payments. At the Closing, Buyer shall pay, or shall cause to be paid, by wire transfer of immediately available funds, each the following payments:

(i) the portion of Estimated Closing Indebtedness payable to each applicable third party to whom Estimated Closing Indebtedness is owed as of the Closing, in accordance with the terms of the applicable payoff letter or release and related wire instructions from each such creditor or recipient thereof delivered pursuant to Section 7.2(g);

(ii) the portion of the Estimated Unpaid Seller Expenses (other than Change of Control Payments and Closing Payroll Taxes related thereto) payable to each applicable third party to whom Estimated Unpaid Seller Expenses are owed as of the Closing, in accordance with invoices and payment instructions, including wire instructions, provided by Seller at least five Business Days prior to the Closing Date; and

(iii) the amount of all Change of Control Payments plus the Closing Payroll Taxes related thereto to the Company, which amount shall be deposited into an account of the Company designated in writing by Seller at least five Business Days prior to the Closing Date.

(d) Determination of Final Purchase Price.

(i) Within 90 days after the Closing Date, Buyer shall deliver to Seller a good faith calculation (the "Closing Statement") of: (A) the amount of Closing Cash and Cash Equivalents, (B) the Net Working Capital and the resulting Net Working Capital Adjustment, (C) the amount of Closing Indebtedness, (D) the amount of Unpaid Seller Expenses, (E) the amount of Unpaid Income Taxes and (F) using the amounts referred to in clauses (A) through (E), a calculation of the Final Purchase Price. The Closing Statement, and each element of the Closing Statement, shall be prepared in accordance with the Accounting Principles and the applicable definitions herein, and be accompanied by reasonable supporting detail.

(ii) During the 45 days immediately following Buyer's delivery to Seller of the Closing Statement (the "Closing Statement Review Period"), Buyer shall provide Seller and its representatives reasonable access to the books and records of the Company and such information that Seller reasonably requests that Buyer used to prepare the Closing Statement for the purpose of reviewing the Closing Statement and preparing a Notice of Disagreement, if any. Notwithstanding the foregoing, Buyer shall not be required to provide access to any information that would violate (A) any obligation of confidentiality to which Buyer or any of its Affiliates may be subject, (B) any attorney-client privilege, attorney work product protection or other privilege associated with such information or (C) any applicable Laws (the matters referred to in clauses (A), (B) and (C), the "Access Limitations").

(iii) If Seller disagrees with any of the items included in the Closing Statement, then Seller may, on or prior to the last day of the Closing Statement Review Period, deliver a written notice of the specific item in disagreement to Buyer (a "Notice of Disagreement"). Each disagreement contained in a Notice of Disagreement must specify in reasonable detail the nature and amount of such disagreement, as well as a reasonable basis therefor and relevant supporting documentation and calculations (each specific item in disagreement meeting the requirements of this Section 2.3(d)(iii) and included in a timely Notice of Disagreement, a "Disputed Item"), and any other items and amounts that are not Disputed Items, and the calculation thereof, set forth in the Closing Statement shall be final and binding on the Parties. If Seller does not deliver a timely Notice of Disagreement meeting the requirements of this Section 2.3(d)(iii) during the Closing Statement Review Period, then the Closing Statement delivered by Buyer pursuant to Section 2.3(d)(i) above shall be final and binding on the Parties and deemed to set forth the Final Purchase Price. If Seller delivers a timely Notice of Disagreement meeting the requirements of this Section 2.3(d)(iii), then, during the 30-day period following delivery of such Notice of Disagreement (the "Resolution Period"), Buyer and Seller shall seek in good faith to resolve the Disputed Item(s). During the Resolution Period, Seller shall provide Buyer and its representatives with access to information that Buyer reasonably requests relating to the Notice of Disagreement and Seller's preparation thereof; *provided*, that Seller shall not be required to provide access to information that would violate the Access Limitations.

(iv) If, at the end of the Resolution Period, Buyer and Seller have not resolved each Disputed Item, then Buyer and Seller shall submit each unresolved Disputed Item(s) to RSM, or if RSM is unwilling or unable to serve, a nationally recognized accounting or consulting firm, mutually agreed to by Seller and Buyer (the "Independent Auditor") for review and resolution. The Independent Auditor shall, and Buyer and Seller shall cause the Independent Auditor to, (A) act as an expert and not an arbitrator, (B) make a final determination based solely on the applicable provisions of this Agreement (and not by independent review), (C) base its decision on any presentation(s) submitted in writing by each of Buyer and Seller and on any written response(s) to each such presentation (unless the Independent Auditor requests an additional response from either Buyer or Seller), and not on independent investigation, and (D) with respect to each unresolved Disputed Item, render a determination that must be within the ranges of values claimed by each of Buyer and Seller (which shall not be greater than or less than the values set forth in the Closing Statement or the Notice of Disagreement, as applicable). Each of Seller and Buyer shall use commercially reasonable efforts to cause the Independent Auditor to render a final determination as to each Disputed Item within 45 days following the end of the Resolution Period (the "Auditor Review Period"). During the Auditor Review Period, each of Buyer and Seller shall provide the Independent Auditor with reasonable access to information relating to any Disputed Item; *provided*, that neither Buyer nor Seller will be required to provide access to information that would violate the Access Limitations. The fees and expenses of the Independent Auditor shall be borne by Seller, on the one hand, and Buyer, on the other hand, in the same proportion that the aggregate amount of the items unsuccessfully disputed by each (as finally determined by the Independent Auditor) bears to the aggregate amount of the Disputed Items submitted to the Independent Auditor for review and resolution.

(v) The final determination as to each Disputed Item as determined by the Independent Auditor shall be final and binding on the Parties, absent a showing of fraud or willful misconduct. The Purchase Price, as finally determined pursuant to this Section 2.3(d), shall be referred to herein as the "Final Purchase Price".

(e) Adjustment to Estimated Purchase Price.

(i) If the Final Purchase Price is greater than the Estimated Purchase Price, then (A) Buyer shall pay, or cause to be paid, an aggregate amount equal to such excess to Seller, and (B) Buyer and Seller shall deliver joint written instructions, instructing the Escrow Agent to release the amounts from the Adjustment Escrow Fund to Seller, in each case, by wire transfer of immediately available funds to an account designated in writing by Seller, within five Business Days of the final determination of the Final Purchase Price.

(ii) If the Final Purchase Price is less than the Estimated Purchase Price, then Buyer and Seller shall deliver joint written instructions, instructing the Escrow Agent to pay to Buyer an aggregate amount equal to such shortfall from the Adjustment Escrow Funds, and to release the remainder, if any, of the amounts from the Adjustment Escrow Fund to Seller, in each case, within five Business Days of the determination of the Final Purchase Price, by wire transfer of immediately available funds to one or more accounts as designated in writing by Buyer and, if applicable, Seller; *provided*, that if the aggregate amount of such shortfall exceeds the Adjustment Escrow Funds, then Seller shall pay, within five Business Days, to Buyer, by wire transfer of immediately available funds to an account designated in writing by Buyer, an amount equal to such shortfall.

(f) Treatment. For the avoidance of doubt, all payments made under this Section 2.3 shall constitute an adjustment to the Final Purchase Price for Tax purposes.

2.4 Escrow Funds. At the Closing, the Company, Seller, Buyer and the Escrow Agent shall enter into an escrow agreement, substantially in the form attached hereto as Exhibit N (the "Escrow Agreement"), pursuant to which: (a) the Adjustment Escrow Amount shall be deposited into an escrow account with the Escrow Agent for the purpose of funding Seller's obligations pursuant to Section 2.3(e) (such amount held by the Escrow Agent pursuant to the Escrow Agreement, the "Adjustment Escrow Fund"), and (b) the [***] Escrow Amount shall be deposited into an escrow account with the Escrow Agent for the purpose of funding Seller's obligations pursuant to Section 6.11 (such amount held by the Escrow Agent pursuant to the Escrow Agreement, the "[***] Escrow Fund"). Pursuant to the terms of the Escrow Agreement, any funds remaining in the Adjustment Escrow Fund shall be released by the Escrow Agent for distribution upon final determination of the Final Purchase Price in accordance with Section 2.3. Pursuant to the terms of the Escrow Agreement, any funds remaining in the [***] Escrow Fund shall be released by the Escrow Agent for distribution upon final determination of the [***]in accordance with Section 6.11.

2.5 Withholding. Buyer and the Escrow Agent and any of their respective agents or Affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any amount otherwise payable with respect to this Agreement (including any amounts payable pursuant to the Escrow Agreement) such amounts as may be required to be deducted and withheld therefrom or with respect thereto under the Code or other applicable Law. To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Buyer timely shall remit such withheld amounts to the appropriate Taxing Authority in accordance with applicable Law. If Buyer believes that any such deduction or withholding is required (other than deductions or withholding (i) with respect to compensatory payments or (ii) as a result of Seller's failure to deliver the IRS Form W-9 pursuant to Section 7.2(j)), Buyer will use commercially reasonable efforts to notify Seller, no later than five days prior to payment of amounts subject to such deduction or withholding of the amounts to be so deducted and reasonably cooperate with Seller to reduce or eliminate such deduction or withholding to the extent permitted by applicable Law.

ARTICLE III
Representations and Warranties of Seller on behalf of itself and of the Company and its Subsidiaries

Seller makes to Buyer the representations and warranties contained in this Article III as of the date hereof and as of the Closing Date, except as disclosed by Seller in the written schedules delivered in final form to Buyer as of the date hereof (the "Schedules"). The Schedules shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article III. The disclosures in any section or subsection of the Schedules corresponding to any section or subsection of this Article III shall qualify other sections and subsections in this Article III only if indicated by cross-references to such other sections and subsections or if the applicability of such matter to such other section or subsection is reasonably apparent from the face of such disclosure.

3.1 Organization; Good Standing; Power.

(a) Seller is duly organized, validly existing and in good standing under the Laws of the state of Delaware. Seller possesses full power and authority necessary to own and operate its properties and assets and to carry on the Business in all material respects as presently conducted.

(b) The Company is duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of the state of Delaware and is licensed or qualified to conduct the Business and is in good standing in each jurisdiction where such licensing or qualification is necessary to conduct the Business, except where the failure to be so licensed, qualified or in good standing would not be material to the Company and its Subsidiaries taken as a whole. The Company possesses full power and authority necessary to own and operate its properties and assets and to carry on the Business in all material respects as presently conducted.

(c) Except as set forth on Schedule 3.1(c), each Subsidiary of the Company is duly organized, validly existing and in good standing (or the similar equivalent in any jurisdiction) under the Laws of the jurisdiction of its formation or organization and is licensed or qualified to conduct the Business and is in good standing (or the similar equivalent in any jurisdiction) in each jurisdiction where such licensing or qualification is necessary to conduct the Business, except where the failure to be so licensed, qualified or in good standing would not be material to the Company and its Subsidiaries taken as a whole. Each Subsidiary of the Company possesses full power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted.

(d) Colchester holds all material Licenses required under applicable Laws for the conduct of its business as currently conducted, including all Licenses required by its jurisdiction of incorporation and any other jurisdiction in which Colchester is required to be licensed or authorized, and all such Licenses are in full force and effect and will remain in full force and effect immediately after the Closing. No loss or expiration of any License of Colchester is pending or, to the Knowledge of Seller, threatened or reasonably foreseeable (including as a result of the transactions contemplated by this Agreement). Colchester is not subject to any Order of any Government Entity restricting, limiting or conditioning its authority to conduct business.

(e) Seller has made available true, complete and correct copies of the certificate of incorporation and bylaws (or other comparable organizational documents) of the Company and each of its Subsidiaries, each as amended and in effect as of the date of this Agreement.

3.2 Authorization; Execution and Enforceability; No Breach.

(a) Seller, the Company, and each of its Subsidiaries (as applicable) possess full legal right and all requisite power and authority, and have taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which Seller is a party, and to consummate the transactions contemplated hereby and thereby, in accordance with the terms of this Agreement and the other Transaction Documents. No other entity action on the part of Seller, the Company, or any of its Subsidiaries is necessary to authorize the execution, delivery and performance of this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby and thereby. Each Transaction Document to which Seller, the Company or any of its Subsidiaries is or will be a party has been, or upon execution will be, duly and validly executed and delivered by such party, and constitutes, or upon its execution and delivery will constitute (in each case, assuming due execution and delivery by each other party thereto), a valid and legally binding obligation of such party, enforceable against such party in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

(b) Except as set forth on Schedule 3.2(b), and as required for compliance with and filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the expiration or termination of any applicable waiting period thereunder, no material filing with or notice to, and no material permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Seller, the Company or any Subsidiary of the Company for the execution, delivery and performance by Seller, the Company and the Company's Subsidiaries of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Neither the execution, delivery or performance by Seller, the Company or any of the Company's Subsidiaries of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach, violation or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Person the right to modify, cancel, terminate, suspend, revoke or accelerate or increase any obligation under, or (v) result in a violation of (A) the certificate of incorporation or bylaws (or other comparable organizational documents) of Seller, the Company or any of its Subsidiaries, (B) any Law or Order to which Seller, the Company, any of its Subsidiaries or any of their respective properties or assets is subject or bound, or (C) any material Contract to which Seller, the Company or any of its Subsidiaries is a party or by which its properties, rights or assets is subject or bound or any Material Contract, except in the case of clauses (B) and (C), for breaches, violations, infringements or Liens that would not be expected to (1) prevent, hinder or materially delay any of the transactions completed by this Agreement, (2) materially impair the ability of Seller to perform its obligations under this Agreement and the other Transaction Documents, or (3) be material to the Company and its Subsidiaries taken as a whole.

3.3 Title to Company Shares. Seller owns of record and beneficially all of the Company Shares. Seller has good and valid title to such Company Shares, free and clear of all Liens and restrictions on transfer (other than restrictions on transfer under applicable securities Laws) and, at the Closing, Seller will deliver to Buyer good and valid title to such Company Shares, free and clear of all Liens and restrictions on transfer (other than restrictions on transfer under applicable securities Laws).

3.4 Capitalization.

(a) The Company Shares constitute all of the issued and outstanding capital stock of the Company and are duly authorized, validly issued, fully paid and non-assessable. The Company Shares were offered, issued, sold and delivered in material compliance with all applicable Laws governing the issuance of securities and were not issued in violation of (or subject to) any preemptive rights, rights of first refusal or offer or other similar rights. Except for the Company Shares, the Company does not have any outstanding Equity or Equity Equivalents. There are no declared or accrued but unpaid dividends with respect to any of the Company Shares.

There are no voting trusts, proxies or other agreements among any of the Company's stockholders with respect to the voting or transfer of any Equity or Equity Equivalents of the Company.

(b) Schedule 3.4(b) sets forth each Subsidiary of the Company and such Subsidiary's jurisdiction of organization or formation, as applicable, and except for such Subsidiaries, the Company does not own or control, directly or indirectly, any Equity or Equity Equivalents in or interest convertible into or exchangeable or exercisable for Equity or Equity Equivalents in or have any obligation to invest in or purchase any Equity or Equity Equivalents of any Person. The authorized, issued and outstanding Equity or Equity Equivalents of each Subsidiary of the Company is set forth on Schedule 3.4(b), all of which is duly authorized, validly issued, fully paid and non-assessable and is held beneficially and of record as set forth on Schedule 3.4(b), free and clear of any Liens or restrictions on transfer (other than restrictions on transfer under applicable securities Laws), was offered, issued, sold and delivered in material compliance with all applicable Laws governing the issuance or transfer of securities and was not issued in violation of (or subject to) any preemptive rights, rights of first refusal or offer or other similar rights. Except as set forth on Schedule 3.4(b), no Subsidiary of the Company has any outstanding Equity or Equity Equivalents. There are no voting trusts, proxies or other agreements among the equityholders of any Subsidiary of the Company with respect to the voting or transfer of any Equity or Equity Equivalents of such Subsidiary.

3.5 Financial Statements; Indebtedness.

(a) Schedule 3.5(a) sets forth true, complete and correct copies of the (i) audited combined consolidated balance sheets, statements of income, and statements of cash flows of the Company and American Driveline Systems, Inc. as of December 31, 2025 and December 31, 2024, and for the years then ended, respectively (the balance sheets as of December 31, 2025, the "Most Recent Audited Balance Sheet" and December 31, 2025, the "Most Recent Audit Date"), and (ii) unaudited consolidated balance sheet and income statement of the Company (excluding Precision Auto Care, Inc. and AEP PLC) as of May 31, 2026 (the "Most Recent Balance Sheet Date" and such balance sheet, the "Most Recent Balance Sheet") and for the five-month period then ended (such balance sheets and statements in clauses (i) and (ii) above are referred to collectively as the "Financial Statements"). Each of the Financial Statements (including the notes thereto, if any) has been prepared from, and is consistent with, the books and records of the Company and its Subsidiaries, and fairly presents the financial condition of the Company and its Subsidiaries as of the dates thereof and the results of operations and cash flows for the periods then ended, and has been prepared in accordance with GAAP (except that unaudited interim financial statements are subject to normal and recurring year-end adjustments, none of which are, individually or in the aggregate, material in amount or effect and do not include footnotes).

(b) The Company and its Subsidiaries have established and adhered to a system of internal accounting controls that are designed to provide reasonable assurance regarding the reliability of financial reporting. Except as set forth on Schedule 3.5(b), since February 4, 2016 there has not been (i) any significant deficiency or material weakness in any system of internal accounting controls used by the Company or any of its Subsidiaries, (ii) any fraud or other wrongdoing that involves any of the management or other employees of the Company or any of its Subsidiaries who have a role in the preparation of financial statements or the internal accounting controls used by the Company and its Subsidiaries, or (iii) any claim or allegation regarding any of the foregoing. Since December 31, 2025, there has been no change in any of the accounting (and Tax accounting) policies, practices or procedures of the Company and its Subsidiaries other than as contemplated to occur in connection with the Restructuring and pursuant to the Restructuring Documents and specifically described on Exhibit B.

(c) (i) Except as set forth on Schedule 3.5(c), the reserves of Colchester for losses, loss adjustment expenses and unearned premiums (collectively, the "Captive Reserves") have been established in accordance with generally accepted actuarial principles and practices consistently applied, are fairly stated in all material respects in the Financial Statements and statutory financial statements of Colchester, and represent a good faith estimate of the ultimate net cost of all reported and unreported losses and loss adjustment expenses incurred through the respective dates of such Financial Statements and statutory financial statements; (ii) Colchester's capital and surplus satisfy, in all material respects, the minimum capital and surplus requirements imposed by its domiciliary jurisdiction and any other jurisdiction that imposes such requirements on Colchester; and (iii) Schedule 3.5(c) sets forth the most recent actuarial report, reserve study or analysis prepared by or on behalf of Colchester or Seller with respect to the Captive Reserves, and the data underlying such report was accurate and complete in all material respects as of the date of such report.

(d) Schedule 3.5(d) sets forth a true, complete and correct list of all letters of credit, surety bonds, guarantees or other credit support instruments issued for the benefit of or posted by or on behalf of Seller Guarantor or any of its Affiliates, including Colchester, the Company or any of its Subsidiaries in connection with the Business.

3.6 Absence of Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any Liabilities, except for (a) Liabilities specifically reflected on, and adequately reserved against in the Most Recent Audited Balance Sheet (or notes thereto), (b) Liabilities that have arisen after the Most Recent Audit Date in the Ordinary Course (none of which is a Liability resulting from noncompliance with any applicable Law or Licenses, breach of contract, breach of warranty, tort, infringement, misappropriation, dilution or Claim), or (c) Liabilities that are not, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract relating to any transaction or relationship between or among the Company or any of its Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose Person, on the other hand, or any "off-balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC). Except as reflected in the Financial Statements, neither the Company nor any of its Subsidiaries has any material amount of Liability under any escheat, abandoned or unclaimed property Laws.

3.7 Absence of Changes. Since the Most Recent Audit Date (a) there has occurred no result, occurrence, fact, change, event or effect that has had, or would reasonably be expected to have, a Material Adverse Effect, and (b) through the date of this Agreement, the Company and its Subsidiaries have (i) conducted their businesses in the Ordinary Course and (ii) not taken or agreed to take any of the following actions, other than in accordance with Exhibit B, Section 6.18 or the terms of the applicable Restructuring Documents:

(A) amended or changed the organizational documents of the Company or any of its Subsidiaries;

(B) (i) entered into any new line of business, or incurred or committed to incur any capital expenditures or Liabilities in connection therewith or (ii) abandoned or discontinued any existing lines of business;

(C) made any capital expenditures in excess of $[***] in the aggregate;

(D) made any acquisition of, or invested in, any assets (other than Inventory in the Ordinary Course), business, equity interests or other securities or Indebtedness, having an aggregate value in excess of $[***];

(E) (i) merged or consolidated or agreed to merge or consolidate with or into any other Person or (ii) entered into any joint ventures, strategic alliance, partnership, sharing of profit arrangement or similar arrangement;

(F) (i) made any loans, advances or capital contributions to, or guarantees for the benefit of, or investments in, any other Person or (ii) canceled or forgiven any debts owed to it or claims held by it, except, in each case, in the Ordinary Course;

(G) transferred, assigned, leased, sold, licensed, sublicensed, covenanted not to sue, exercise, or assert, abandoned, lost, let lapse, let expire or otherwise disposed of or encumbered any material asset, including any material Company Owned IP, except in the Ordinary Course;

(H) , adopted or completed a partial plan of liquidation, dissolution, restructuring, recapitalization, bankruptcy, suspension or payments or other reorganization;

(I) mortgaged, pledged or subjected to any Lien (other than Permitted Liens) any asset, including any Owned Real Property or Leased Real Property;

(J) (i) made any increases in the compensation or benefits payable to any of its current or former directors, officers, employees or other individual service providers, other than (A) in the case of employees who are not officers or directors, normal annual increases in base salaries, wage rates or annual (or shorter period) bonuses or commissions in the Ordinary Course, or (B) as required by the terms of any Employee Benefit Plan existing on the date hereof that is listed on Schedule 3.15(a), (ii) except to the extent required by applicable Law or by written agreements existing on the date of this Agreement that have been disclosed on Schedule 3.15(a), entered into or amended any Contracts of employment or any individual contractor, individual consulting, bonus, severance, retention, change in control, retirement or similar agreement, except for employment agreements, offer letters or other service agreements for newly hired employees or other service providers in the Ordinary Course, (iii) except as required to ensure that any Employee Benefit Plan is not then out of compliance with applicable Law, entered into or adopted any new, or increased compensation or benefits under or renewed, amended or terminated any existing Employee Benefit Plan or benefit arrangement or any collective bargaining agreement (or any arrangement that would be an Employee Benefit Plan if in effect on the date hereof) other than in the Ordinary Course in connection with annual open enrollment, (iv) taken any action to cause to accelerate the payment, funding, right to payment or vesting of any compensation or benefits (except as required pursuant to this Agreement), (v) terminated the employment or services of any employee or contractor of the Company or any of its Subsidiaries with an annual base salary, wage rate or fee that exceeds $[***], or (vi) granted or announced any equity based incentive awards;

(K) made any material change to the operation or security of any Company Systems or the Company's or any of its Subsidiaries' respective rules, policies, or procedures with respect to Data Privacy and Security Requirements or Data (including the Processing thereof), except to the extent required by applicable Law or otherwise in the Ordinary Course;

(L) implemented or announced any layoff of employees that would reasonably be expected to implicate the WARN Act;

(M) settled or compromised any Claim (i) involving the payment of, or an agreement to pay overtime, in cash, notes or other property, in the aggregate, an amount exceeding $[***], (ii) which after the Closing Date will require the Company or any of its Subsidiaries to satisfy any obligation or (iii) which imposed any equitable or injunctive relief;

(N) delayed, postponed or cancelled the payment of any accounts payable or any other Liability, agreed to negotiate with any party to extend the payment date of any accounts payable or accelerated the collection of any accounts or notes receivable or otherwise changed any of its practices with respect to payables, receivables or cash management;

(O) (i) made, changed or revoked any income Tax election (other than income Tax elections made in the Ordinary Course for the filing of the Company's 2025 income Tax Returns in a manner consistent with past practice and that will not materially and adversely affect Buyer, the Company, or any of its Subsidiaries in any taxable period beginning after the Closing Date) or other material Tax election, (ii) changed any Tax annual accounting period, adopted or changed any material accounting method, (iii) filed any amended Tax Return, (iv) entered into any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), (v) settled, compromised, conceded or abandoned any material Tax claims or assessments relating to the Company or any of its Subsidiaries, (vi) surrendered any right to claim a refund of any material amount of Taxes, or (vii) consented to any extension or waiver of the limitation period applicable to any Tax claim as it became due;

(P) authorized, resolved to take or agreed (in writing or otherwise) to take any action described in this Section 3.7.

3.8 Assets.

(a) The Company and its Subsidiaries have good and valid title to, a valid leasehold interest in, or a valid License or other contractual right to use all properties and assets shown on the Most Recent Balance Sheet or acquired thereafter, free and clear of all Liens, other than any Permitted Liens and the Liens set forth on Schedule 3.8 (the "Company Assets"). Each tangible asset is, free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition, ordinary wear and tear excepted, and is adequate and suitable for the purpose for which it is presently being used, in each case in all material respects.

(b) The Company Assets, together with (i) the services provided and rights granted to Buyer, the Company or any of their respective Subsidiaries under this Agreement or the other Transaction Documents, and (ii) all other rights under the Contracts and assets validly leased or licensed by the Company and its Subsidiaries, comprise all of the assets, properties and rights of every type and description, whether tangible or intangible, real or personal, that are necessary for and used in the conduct of the Business as currently conducted and such assets and rights are sufficient for the conduct of the Business as currently conducted in all material respects.

3.9 Taxes. For taxable periods or portions thereof beginning on or after February 4, 2016:

(a) Each of the Company and its Subsidiaries has duly and timely filed all income and other material Tax Returns required to be filed by or with respect to it under applicable Laws, and all such Tax Returns are true, complete and correct in all respects and have been prepared in compliance with all applicable Laws.

(b) Each of the Company and its Subsidiaries has timely paid all income and other material Taxes, including all installments on account of Taxes for the current year, due and owing by it (whether or not such Taxes are related to, shown on or required to be shown on any Tax Return), and has timely withheld or deducted and paid over to the appropriate Taxing Authority all Taxes which it is required to withhold or deduct from amounts paid or owing (or deemed paid or owing) or benefits given to any employee, stockholder, creditor, or other Person, including for services performed outside the city, state, province or country where any employee is based.

(c) None of the Company, any of its Subsidiaries or Seller has (i) waived any statute of limitations with respect to any Taxes of the Company or any of its Subsidiaries or agreed to any extension of time for filing any Tax Return of the Company or any of its Subsidiaries other than any automatic extensions of time to file such Tax Return obtained in the Ordinary Course or (ii) consented to any extension of time with respect to any Tax assessment or deficiency of the Company or any of its Subsidiaries, which waiver or extension of time is currently outstanding.

(d) No Tax audits, assessments, proposed adjustments, requests for information, or administrative or judicial Claims are pending or threatened in writing with respect to any Tax Return of Company or any of its Subsidiaries, and, to the Knowledge of Seller, there are no matters under discussion, audit, or appeal with any Taxing Authority with respect to any Tax Returns of the Company or any of its Subsidiaries.

(e) Neither the Company nor any of its Subsidiaries has incurred any Liability for Taxes other than Taxes incurred in the Ordinary Course or Taxes incurred as a result of the transactions contemplated by this Agreement.

(f) There are no Liens on any of the assets of the Company or any of its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax, other than liens described in clause (b) of the definition of Permitted Liens.

(g) No claim has been made by a Taxing Authority in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to taxation by that jurisdiction, which claim has not been resolved, and neither the Company nor any of its Subsidiaries has a taxable presence or nexus other than in the jurisdictions in which it currently files Tax Returns.

(h) Neither the Company nor any of its Subsidiaries (i) has been a member of an Affiliated Group, (ii) has any Liability for the Taxes of any Person other than itself under Section 1.1502-6 of the Treasury Regulations (or any similar provision of U.S. state or local or non-U.S. Law) as a transferee or successor or by Contract (other than any such Contract entered into in the Ordinary Course the principal purpose of which does not relate to Taxes), or (iii) is party to, bound by, or has any obligations under any Tax allocation, Tax sharing, Tax indemnification, or other similar Contract (other than any such Contract entered into in the Ordinary Course and the principal purpose of which is not the allocation or sharing of Taxes) and no charge to Tax will arise to the Company as a result of the Company ceasing to be a member of any Affiliated Group in connection with this Agreement, or (iv) is party to any Contract or arrangement to pay, indemnify, or make any payment with respect to any Tax liabilities of any stockholder, member, manager, director, officer or other employee or contractor of the Company, any of its Subsidiaries or Seller.

(i) Neither the Company nor any of its Subsidiaries is or has been a resident for Tax purposes in any jurisdiction other than the jurisdiction of its formation, or is or has had, any branch, agency, permanent establishment, or other taxable presence in any jurisdiction other than the jurisdiction of its formation. Neither the Company nor any of its Subsidiaries is subject to Tax in any country other than its country of incorporation, organization or formation by virtue of having employees, a permanent establishment (as defined in any applicable Tax treaty or convention between the applicable country of incorporation, organization or formation and such foreign country) or other place of business in that foreign country.

(j) Neither the Company nor any of its Subsidiaries has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(k) Neither the Company nor any of its Subsidiaries has engaged in any "reportable transaction" within the meaning of Section 6707(a) of the Code or Treasury Regulations Section 1.6011-4. The Company and each of its Subsidiaries has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(l) Neither the Company nor any of its Subsidiaries nor Seller (with respect to the Company or any of its Subsidiaries) has requested or received a written ruling from any Taxing Authority or signed any binding agreement with any Taxing Authority other than an agreement with a Taxing Authority fully resolving an audit, assessment, proposed adjustment or administrative or judicial Claim. The amount of Tax chargeable on the Company and each of its Subsidiaries does not depend, and has not depended, to any material extent, on any concession, agreement or other formal or informal arrangement with any Taxing Authority.

(m) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in, or use of an improper method of, accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed on or prior to the Closing Date, (iii) intercompany transactions or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) any transaction under which previously utilized Tax losses or credits may be recaptured (including a dual consolidated loss or an excess loss account), (vi) any gain recognition agreement entered into in a Pre-Closing Tax Period, or (vii) prepaid amount received or deferred revenue accrued on or prior to the Closing Date.

(n) Neither the Company nor any of its Subsidiaries will be required to pay any Tax after the Closing Date as a result of an election made pursuant to Section 965(h) of the Code.

(o) None of the Company's Subsidiaries is or has been a "controlled foreign corporation" within the meaning of Section 957 of the Code.

(p) Neither the Company nor any of its Subsidiaries is, or at any time has been, subject to (i) the dual consolidated loss provisions of Section 1503(d) of the Code, (ii) the overall foreign loss provisions of Section 904(f) of the Code or (iii) the recharacterization provisions of Section 952(c)(2) of the Code.

(q) No Person holds shares of Company Common Stock that are non-transferable and subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code with respect to which a valid election under Section 83(b) of the Code has not been made.

(r) Schedule 3.9(r) sets forth a list of the entity classification of the Company and each of its Subsidiaries for U.S. federal income tax purposes and the U.S. and non-U.S. jurisdictions in which the Company and such Subsidiary files Tax Returns.

(s) Neither the Company nor any of its Subsidiaries is a non-U.S. entity or has any equity interests in any non-U.S. entity.

(t) Neither the Company nor any of its Subsidiaries is a member of an entity classified as a partnership for U.S. federal income Tax purposes or a member of any collaboration, joint venture or arrangement, or agreement that may give rise to a partnership for U.S. federal income Tax purposes. The prices and terms for the provision of any property or services undertaken among the Company and its Subsidiaries are arm's length for purposes of the relevant transfer pricing Laws, and all related documentation required by such Laws has been timely prepared or obtained and, if necessary, retained.

(u) Each of the Company and its Subsidiaries has duly and timely collected all amounts on account of any material amounts of sales or transfer taxes, or other similar Taxes required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Taxing Authority any such amounts required by Law to be remitted by it.

(v) No power of attorney currently in force has been granted with respect to any matter relating to the Taxes of the Company which will be in force for any taxable period (or portion thereof) beginning after the Closing Date.

(w) Colchester is, and has been since February 4, 2016, properly treated as an "insurance company" within the meaning of Section 831(c) of the Code. No Taxing Authority has asserted in writing that Colchester does not qualify as an insurance company for Tax purposes.

(x) Colchester's insurance arrangements constitute bona fide insurance for U.S. federal income Tax purposes, including the presence of insurance risk and risk distribution to the extent required under applicable Tax Law.

For purposes of this Section 3.9, (a) all representations and warranties made with respect to the Company or any of its Subsidiaries are made with respect to any predecessor of the Company or such Subsidiary and (b) no representations and warranties are made with respect to the Excluded Entities. Notwithstanding anything contained in this Agreement to the contrary, Seller does not make any representations or warranties with respect to the existence, availability, amount, usability, or limitations (or lack thereof) of any net operating loss, net operating loss carryforward, capital loss carryforward, basis amount, or other Tax attributes of the Company or any of its Subsidiaries for any Tax period (or portion thereof) beginning after the Closing Date.

3.10 Contracts.

(a) Schedule 3.10(a) sets forth a list (by each applicable subsection referenced below in this Section 3.10(a)) of all of the following Contracts to which the Company or any of its Subsidiaries is a party to or by which any of them or their respective properties or assets is bound:

(i) any Contract providing for (A) payment by any Person to the Company or any of its Subsidiaries in excess of $[***] annually or (B) payment by the Company or any of its Subsidiaries to any Person in excess of $[***] annually (excluding any Contract disclosed on Schedule 3.15(a));

(ii) any Contract that involves non-cancelable commitments to make capital expenditures in excess of $[***] annually;

(iii) any Contract establishing any joint ventures, strategic alliance, partnership, sharing of profit arrangement, minority equity investments or similar arrangement;

(iv) any Contract for the employment or service of any officer, individual employee, director, individual service provider or other Person providing for (A) fixed or variable compensation in the aggregate in excess of $[***] annually or (B) the payment of any severance, retention, change in control or similar payments;

(v) any Contract or indenture under which the Company or any of its Subsidiaries has (A) created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness, (B) mortgaged, pledged or otherwise placed or granted a Lien (other than a Permitted Lien) on its properties or assets to secure such Indebtedness or (C) extended credit to any Person (including any loan or advance);

(vi) any Contract under which the Company or any of its Subsidiaries is a (A) lessee of or holds or operates any personal property, owned by any other Person, or (B) lessor of or permits any other Person (other than the Company and its Subsidiaries) to hold or operate any personal property owned or controlled by it;

(vii) any (A) license, sublicense, release, option, royalty, indemnification, covenant not to sue, exercise, or assert (including coexistence, prior rights, or similar agreements), escrow, concurrent use, consent to use, ownership interest or other right to interest or other Contract relating to any Intellectual Property Rights (including any Contracts relating to the licensing or sublicensing of Intellectual Property Rights) (1) by any Person to the Company or any of its Subsidiaries, or (2) by the Company or any of its Subsidiaries to any person; and (B) other Contracts affecting the Company's or any of its Subsidiaries' ability to own, enforce, use, license or disclose any Intellectual Property Rights or providing for the development or acquisition of any Intellectual Property Rights (including any Data) (clauses (A) and (B), collectively, "<u>IP Agreements</u>"), *provided*, that licenses of Off-the-Shelf Software shall not be required to be set forth on <u>Schedule 3.10(a)(vii)</u>;

(viii) any agent, sales representative, referral, marketing or distribution agreement or any other agreement that requires payment by or to the Company of referral fees, commissions or other monetary or non-monetary compensation in respect of a referral;

(ix) any Contract that limits the ability of the Company or any of its Affiliates to engage in any line of business or that contains a covenant not to compete applicable to the Company or any of its Affiliates;

(x) any Contract that contains "most favored nations" pricing terms or grants to any customer, supplier or vendor any right of first offer or right of first refusal or exclusivity or any similar requirement;

(xi) any Contract that contains any "no hire" or similar provisions which restrict the Company or any of its Affiliates from soliciting, hiring, engaging, retaining or employing any other Person's current or former employees;

(xii) any settlement, conciliation or similar agreement entered into in the past three years or under which there are continuing obligations or Liabilities on the part of the Company or any of its Subsidiaries;

(xiii) any Contract to acquire or sell, transfer or divest any business, material assets or Real Property (other than purchases of Inventory or components in the Ordinary Course);

(xiv) any Contract wherein or whereby the Company or any of its Subsidiaries has agreed to, or assumed, any obligation or duty to indemnify, reimburse, hold harmless, guarantee, or otherwise assume or incur any obligation or liability and such obligation or duty is uncapped or otherwise not limited or provides a right of rescission;

(xv) any Contract containing any provision or covenant that binds or purports to bind "Affiliates" of the Company or any of its Subsidiaries (other than Subsidiaries of the Company) or any of their respective assets or that would otherwise bind or purport to bind Buyer or any of its Affiliates, or any of its or their assets, after the Closing;

(xvi) any Contract between or among the Company or any of its Subsidiaries, on the one hand, and Seller or its Affiliates (other than the Company or any of its Subsidiaries), on the other hand, or any Affiliate Agreement;

(xvii) any Contract pursuant to which the Company or any of its Subsidiaries subcontracts work to a third party in connection with its business;

(xviii) any Contract with a Material Customer or Material Vendor;

(xix) any Contract pursuant to which any Person has authored, created, conceived, invented, developed, or reduced to practice any Intellectual Property Rights for, on behalf of or under the direction or supervision of the Company or any of its Subsidiaries;

(xx) any Government Contract (including any facilities Contract or Lease for the use of government-owned facilities);

(xxi) any Contract providing for an increased payment or benefit, or accelerated vesting or payment, upon the execution of this Agreement or any other Transaction Document, or in connection with the consummation of the transactions contemplated hereby or thereby;

(xxii) any power of attorney, agency authorization or similar arrangement granted by the Company or any of its Subsidiaries for any purpose; and

(xxiii) any commitment or arrangement to enter into any of the foregoing.

(b) (i) Each of the Contracts set forth or required to be set forth on Schedule 3.10(a) (collectively, the "Material Contracts") is in full force and effect and constitutes a valid, binding and enforceable obligation of the Company and its Subsidiaries a party thereto, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and implied covenant of good faith and fair dealing. To the Knowledge of Seller, the other parties thereto, (i) neither the Company nor any of its Subsidiaries is or, to the Knowledge of Seller, is alleged to be in breach of or default in any material respect under any Material Contract, and (ii) to the Knowledge of Seller, no counterparty is in breach of or default in any material respect under any Material Contract. Neither the Company nor any of its Subsidiaries has received written notice of an intention by a counterparty to a Material Contract of an intention to terminate such Contract or materially amend the terms of such Contract, other than in the Ordinary Course. Neither the Company nor any of its Subsidiaries has waived any material rights under any Material Contract. Seller has provided a true, complete and correct copy of each written Material Contract, together with all amendments, waivers or other changes thereto. Neither the Company nor any of its Subsidiaries has entered into any oral Contracts that, if reduced to writing, would be required to be set forth on Schedule 3.10(a).

3.11 Intellectual Property Rights; Information Technology.

(a) Schedule 3.11(a) includes a true, complete, and correct list of: (i) all issued, registered, or applications to issue or register Company Owned IP (collectively, the "Registered IP"), specifying as to each item, as applicable: (A) the nature of the item, including the title of the item, (B) the owner(s) of the item (and if different, the record owner(s) thereof) and for any domain names, the registrant and the registrar thereof, and for any social media identifiers, the account holder and platform, (C) the jurisdictions in which the item is issued or registered or in which an application for issuance or registration has been filed, and (D) the issuance, registration or application numbers and dates; (ii) all material unregistered Trademarks owned or purported to be owned by the Company; and (iii) all proprietary Software owned or purported to be owned by the Company. The Registered IP is subsisting and in full force and effect, and all Registered IP (other than applications) is valid and enforceable. All filings and fees necessary to maintain and update the records of the Registered IP have been timely submitted. Schedule 3.11(a) further sets forth a true, complete, and correct list of all material Business IP licensed or sublicensed to the Company or any of its Subsidiaries, other than Off-the-Shelf Software ("Material In-Licensed Business IP").

(b) Except as set forth on Schedule 3.11(b), (i) the Company or one of its Subsidiaries solely and exclusively owns and possesses all right, title, and interest in and to the Company Owned IP, and (ii) the Company and its Subsidiaries own or have the right to use or practice all Business IP as such Business IP is used in the Business, in each case of clauses (i) and (ii), free and clear of all Liens, other than Permitted Liens. The Company Owned IP, together with the Material In-Licensed Business IP, constitute all Intellectual Property Rights that are material and necessary for the conduct and operation of the Business as currently conducted and operated. Without limiting the foregoing, no Intellectual Property Rights of Seller Guarantor or any of its Subsidiaries (other than the Company and its Subsidiaries) or any Excluded Entity have been or are currently used in the conduct or operation of the Business. No current or former Affiliate (other than Company and its Subsidiaries), partner, director, stockholder, shareholder, officer, employee or consultant of Seller or any of its Affiliates (other than Company and its Subsidiaries) or, to the Knowledge of Seller, any other third party, owns, or will own after giving effect to the transactions contemplated by this Agreement or any other Transaction Document, any Business IP.

(c) Except as set forth on Schedule 3.11(c), there is not, and there has not been during the past three years, any Claim (including unsolicited offers, demands, or requests to license or for indemnification, or cease and desist letters) pending, threatened, sent, or received in writing by or against the Company or any of its Subsidiaries with respect to any Intellectual Property Right (including any Claim for infringement, misappropriation, dilution, or other violation thereof, or any Claim challenging the enforceability, use or practice, right to use or practice, ownership, inventorship, authorship, registrability or right to register, duration, priority, scope, licensing, effectiveness, transferability, or validity of any of the Company Owned IP or the Company's and its Subsidiaries' rights therein). Neither the Company nor any of its Subsidiaries is subject to any Order that does or could reasonably be expected to restrict or impair the use of any Company Owned IP or any other material Business IP. To the Knowledge of Seller, no Person has infringed, misappropriated, diluted or otherwise violated any of the Company Owned IP or any other material Business IP.

(d) Except as set forth on Schedule 3.11(d), none of the Registered IP is or has been involved in or the subject of any interference, opposition, cancellation, invalidity, unenforceability, reissue, reexamination, *inter partes*, *ex parte*, post-grant, or other similar proceeding.

(e) Except as set forth on Schedule 3.11(e), neither the Company, nor any of its Subsidiaries, or the conduct of the Business, infringes, misappropriates, dilutes, or otherwise violates, or during the past three years, has infringed, misappropriated, diluted, or otherwise violated, any Intellectual Property Rights of any Person.

(f) To the Knowledge of Seller, no Person has the right to claim, and neither the Company nor any of its Subsidiaries has received any written notice from any Person claiming to have, any ownership right or license in or to any material Business IP. To the Knowledge of Seller, (i) no Person has been given access or gained access to any Trade Secret or material confidential information of the Company or any of its Subsidiaries who has not signed a valid and enforceable written Contract providing for the confidentiality and non-disclosure by such Person of all Trade Secrets and other confidential information of the Company or any of its Subsidiaries sufficient to protect the Company's and its Subsidiaries' interests therein, and (ii) no Person who has signed such a Contract is in breach of such Contract.

(g) The Company and its Subsidiaries have taken all commercially reasonable steps to protect, preserve, and maintain (i) the Business IP and (ii) the confidentiality of all Trade Secrets owned, in the possession of, or used by, any of them.

(h) Schedule 3.11(h), sets forth a true, complete, and correct list of the Software that was customized for the Company (whether developed internally or by a third party). All databases that are in use for the data, content, and information owned or used by the Company or a Subsidiary are in good operating condition and usable in the Ordinary Course and will have at least the same data, content, information and functionality as of the date hereof immediately following Closing. The Company and its Subsidiaries are and have been in full compliance with the terms and conditions of all licenses, including notice and attribution requirements, for any Open Source Software used by the Company and its Subsidiaries. Except as set forth on Schedule 3.11(h), neither the Company nor any of its Subsidiaries have used any Open Source Software in any manner that has created or will create a requirement that any Business IP be disclosed or distributed in source code form, licensed for the purpose of making derivative works or other modifications of the Business IP, or redistributable at no charge.

(i) The Company Systems are sufficient in all material respects for the needs of the Company and its Subsidiaries. During the past three years, there have been no malfunctions, failures, breakdowns or continued substandard performance of any Company Systems which have caused a material disruption or interruption in or to the use of the Company Systems or the conduct or operation of the Business.

(j) The Company and its Subsidiaries have conducted commercially reasonable testing or audits regarding data privacy, data security, and organizational, administrative, physical, and technical safeguards, including with respect to Company Systems, at reasonable and appropriate intervals and have timely resolved or remediated any material issues or vulnerabilities identified. Personal Information is Processed by and on behalf of the Company and its Subsidiaries in an encrypted manner.

(k) The Company and its Subsidiaries have established and are in compliance with an Information Security Program, and during the past three years there have been no material violations of said Information Security Program. The Company has timely and reasonably remediated and addressed any material audit or security assessment findings during the past three years relating to Information Security Program.

3.12 Data Privacy.

(a) The Company and its Subsidiaries are, and the conduct of the Business is, and at all times during the past three years have been, in compliance in all material respects with applicable Data Privacy and Security Requirements. The Company or a Subsidiary, as applicable, has the right to Process all Data as currently Processed. True and complete copies of all privacy policies that have been used by the Company and its Subsidiaries within the past three years have been made available to Buyer. The transactions contemplated by this Agreement do not and will not violate or breach any Data Privacy and Security Requirements.

(b) During the past three years, there have been no Security Incidents with respect to any Company Systems, Company Owned IP, or Personal Information or other Data that is material to the business of the Company or any of its subsidiaries Processed by or on behalf of the Company or any of its Subsidiaries. There is not, and during the past three years there has not been, any Claim pending or threatened in writing by or against the Company or any of its Subsidiaries with respect to any Personal Information, Data Privacy and Security Requirement, Security Incident, or Processing, or any indemnification in connection with any of the foregoing.

(c) Neither the Company nor any of its Subsidiaries have, in the past three years, received any of the following: (i) written notice, request, correspondence, official notice (including an information notice, deregistration or enforcement notice), of investigation or other action under Privacy and Security Laws, or other communication or allegation from any data protection or privacy supervisory authority, alleging non-compliance with Privacy and Security Laws; or (ii) data protection enforcement action (including any fines or other sanctions) claim, complaint, correspondence or other written communication, action from or on behalf of a data subject or any other person alleging a breach or non-compliance with Privacy and Security Laws, or claiming a right to compensation under Privacy and Security Laws, including a claim for inaccuracy, loss or unauthorized disclosure by the Company and its Subsidiaries of Personal Information; or (iii) written claim, complaint, correspondence or other communication from a party to a third-party processing agreement, claiming that there has been any event which would constitute a default by the Company and its Subsidiaries of its contractual obligations under such agreement.

(d) To the Knowledge of Seller, the Company and its Subsidiaries engage and have engaged in Processing (and cause third parties to engage in Processing) only with respect to such third party and customer Data as they are authorized to so engage (or to cause such engagement, as applicable) by Law and contract. The Company has contractually obligated all third party service providers to appropriate contractual terms relating to the protection and use of Personal Information. The Company has taken reasonable measures to ensure that third parties engaged in such Processing have complied with their contractual obligations in all material respects.

(e) Neither the Company nor any of its Subsidiaries has received in writing any communication from any Person from whom it acquires, purchases, is provided, or engages in any other business relationship with respect to, any Data to the effect that, and neither the Company nor any of its Subsidiaries has any reason to believe that, any such Person will stop or decrease the rate of, or materially alter the terms of, the business it conducts with (or the Data it provides for) the Company or any such Subsidiary.

3.13 Litigation.

(a) There are no Claims pending or, to the Knowledge of Seller, threatened against or affecting Seller, the Company or any of its Subsidiaries (including the Excluded Entities) in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

(b) Except as set forth on Schedule 3.13(b), during the past three years, (x) there have been no material Claims (i) pending or, to the Knowledge of Seller, threatened against or affecting (A) the Business, the Company or any of its Subsidiaries, or (B) the Excluded Business or any of the Excluded Entities or, in each case, their respective assets, properties or rights or against any of their respective directors, managers, officers or employees (in each case, in their capacity as such) or (ii) initiated or threatened by or on behalf of the Company or any of its Subsidiaries, and (y) there have been no outstanding Orders to which the Company or any of its Subsidiaries is a party or to which the Company or any of its Subsidiaries or their respective assets or properties is bound.

3.14 Labor Matters.

(a) Schedule 3.14(a) includes an accurate and complete list as of the date hereof of all employees of the Company and its Subsidiaries, including for each such employee: (i) name, (ii) job title, (iii) employing entity, (iv) Fair Labor Standards Act designation, (v) work location (identified by street address or, for store-level employees, store name or number), (vi) base salary or hourly wage rate, (vii) bonus or other incentives paid for the most recently completed fiscal year or other bonus period, (viii) material fringe benefits (other than employee benefits applicable to employees generally, which benefits are set forth on Schedule 3.15(a)), (ix) with respect to non-store level employees, a target bonus or other incentive opportunity for the current fiscal year or other bonus period, and (x) with respect to store level employees, the bonus or incentive compensation plan set forth on Schedule 3.15(a) in which such employee is eligible to participate. For each individual independent contractor or other non-employee service provider, Schedule 3.14(a) lists the following information: name, work location, start date, department, and fees. The Company and each of its Subsidiaries have, in all material respects, correctly classified those individuals performing services for the Company or any of its Subsidiaries as common law employees, leased employees, exempt or non-exempt employees, independent contractors or agents of the Company or any of its Subsidiaries, and the Company and its Subsidiaries have no Liability for improper classification of any such individual, including for unpaid overtime or by reason of an individual who performs or performed services for the Company or any of its Subsidiaries in any capacity being improperly excluded from participating in an Employee Benefit Plan.

(b) Except as set forth on Schedule 3.14(b), neither the Company nor any of its Subsidiaries has made any binding commitment to any directors, officers, employees or former employees or contractors with respect to compensation, benefits, promotion, retention, termination, severance, policies, change in control, other terms and conditions of employment or similar matters in connection with the transactions contemplated by this Agreement.

(c) Neither the Company nor any of its Subsidiaries is a party to or otherwise bound by any collective bargaining agreement or similar Contract between one or more employees and a labor union, works council, trade union or other employee representative organization. During the past three years, neither the Company nor any of its Subsidiaries: (i) has experienced any strikes, work stoppages, walkouts or other labor disputes and no such dispute is pending or, to the Knowledge of Seller, threatened; (ii) has committed any unfair labor practice; (iii) to the Knowledge of Seller, has experienced any union organizational or decertification activities and no such activities are currently underway or threatened by, on behalf of or against any labor union, works council, trade union or other employee representative organization with respect to employees of the Company; or (iv) has implemented any plant closing or layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state, provincial or local plant closing or mass layoff Law (collectively, the "WARN Act"). There are no Claims pending or, to the Knowledge of Seller, threatened, before any Government Entity between the Company or any of its Subsidiaries on the one hand, and (i) any of their current or former employees, consultants, leased employees, temporary employees, independent contractors or any other individual who provides (or formerly provided) personal services to the Company or any of its Subsidiaries, including any Claims in relation to the engagement of any such individual, or (ii) any person seeking employment with the Company or any of its Subsidiaries, on the other.

(d) The Company and its Subsidiaries are, and during the past three years, have been in compliance in all material respects with applicable Laws and Orders relating to labor and employment matters, including those relating to wages, hours, equal opportunity, fair labor standards, nondiscrimination, anti-harassment, workers compensation, collective bargaining, workplace safety, immigration (including with respect to Forms I-9), disability accommodation, protected paid or unpaid leave, administrative/reporting obligations, registrations, redundancies and workforce reductions, employee and worker classification, and the payment and withholding of social security and other payroll Taxes. To the Knowledge of Seller, all employees of the Company and its Subsidiaries are authorized to work in the jurisdiction(s) in which they provide services on behalf of the Company and its Subsidiaries. In all material respects, the Company and its Subsidiaries have completed a Form I-9 (Employment Eligibility Verification) for each employee of the Company or any of its Subsidiaries, and each such Form I-9 for current employees and former employees who had been hired in the past three years or terminated in the past one year has since been updated as required by applicable Law and, to the Knowledge of Seller, is true, complete and correct and has been made available to Buyer. To the Knowledge of Seller, no investigation by any Government Entity of the employment policies or practices of the Company is pending or threatened, nor has the Company or its Subsidiaries received any notice from any Government Entity indicating an intention to conduct the same in the future. No employee of the Company or its Subsidiaries has a principal place of employment outside the United States or, to the Knowledge of Seller, is subject to the labor and employment Laws of any country other than the United States.

(e) Each of the Company and its Subsidiaries has properly paid all wages, salaries, wage premiums, bonuses, commissions, fees and other compensation due and payable to its current and former employees and contractors pursuant to applicable Law, Contract or policy (to the extent required to have been paid).

(f) During the past three years, (i) there have not been any allegations made to or filed with the Company related to Prohibited Behavior, in each case by or against any current or former director or officer of the Company or any of its Subsidiaries, other than any allegations which were reviewed in accordance with Company policy determined by the Company to not have merit, (ii) neither the Company nor any of its Subsidiaries have entered into any settlement agreement related to any Prohibited Behavior by any current or former director, officer, or supervisory level employee of the Company or any of its Subsidiaries, and (iii) no currently-employed supervisory employee of the Company or any of its Subsidiaries has been subject to disciplinary action for Prohibited Behavior.

(g) Exhibit H includes an accurate and complete list as of the date hereof of all Persons employed by the Company or its Subsidiaries whose primary responsibilities consist of providing administrative, managerial, finance, legal, HR, IT, or other corporate functions or support services, or whose principal place of employment is one of the Company's corporate headquarters.

3.15 Employee Benefits.

(a) Schedule 3.15(a) sets forth a true, complete and correct list of each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), medical, dental, life insurance, equity or equity-based compensation, stock option, stock purchase, employee stock ownership, bonus or other incentive compensation, employment, consulting, profit sharing, disability, fringe benefit, salary continuation, severance, termination, indemnity, change in control, retention, retirement, pension, deferred compensation, vacation, sick pay or paid time off plan, program, arrangement or policy, and each other material benefit or compensation plan, policy, agreement (including employment and individual consulting agreements), program or arrangement, whether oral or written, funded or unfunded, terminated or ongoing, (A) that the Company or any of its Subsidiaries maintains, sponsors, contributes to or is required to contribute to, for the benefit of any current or former employee, officer, director or individual service provider of the Company or any of its Subsidiaries, (B) that an ERISA Affiliate of the Company maintains or sponsors for the benefit of any current or former employee, officer, director or individual service provider of the Company or any of its Subsidiaries or (C) under or with respect to which the Company or any of its Subsidiaries has any current or potential Liability (each, an "Employee Benefit Plan" and collectively, the "Employee Benefit Plans").

(b) With respect to each Employee Benefit Plan, Seller has provided true, complete and correct copies of, as applicable: (i) the governing plan and trust documents, with all amendments thereto (or for each Employee Benefit Plan that is not written, a description thereof); (ii) the most recent summary plan description and all related summaries of material modifications; (iii) the most recent determination or opinion letter received from the IRS; (iv) the three most recent annual reports (Form 5500-series, with all applicable schedules and attachments); (v) all related insurance Contracts, other funding arrangements and administrative services agreements; and (vi) all material or non-routine notices or correspondence from or with any Government Entity during the past three years. Except as set forth on Schedule 3.15(b), no Employee Benefit Plan that is sponsored or maintained by the Company or any of its Subsidiaries covers employees or individual service providers of any Person other than the Company and its Subsidiaries.

(c) Each Employee Benefit Plan (and each related trust, insurance Contract or fund) has been established, maintained, funded and administered, in all material respects, in accordance with its terms (and the terms of any applicable collective bargaining agreement, if applicable) and in compliance with all applicable requirements of ERISA, the Code and other applicable Laws. The Company and each of its Subsidiaries have complied and are in all material respects in compliance with the requirements of Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, and any similar state Laws ("COBRA") and the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, and any guidance issued thereunder ("PPACA"). Neither the Company nor any of its Subsidiaries has incurred (whether or not assessed), or is reasonably expected to incur or to be subject to, any

Tax, penalty or other liability under PPACA (including with respect to the reporting requirements under Sections 6055 and 6056 of the Code, as applicable) or under Section 4980B, 4980D or 4980H of the Code.

(d) Each Employee Benefit Plan that is intended to be "qualified" under Section 401(a) of the Code either has received a current favorable determination from the IRS or may rely upon a current favorable opinion letter from the IRS that such Employee Benefit Plan is so qualified, and, to the Knowledge of Seller, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification or the imposition of Liability, penalty or Tax under ERISA, the Code or other applicable Law. Each Employee Benefit Plan that is intended to be "qualified" under the Puerto Rico Code has received a current favorable determination from the Puerto Rico Hacienda that such Employee Benefit Plan is so qualified, and, to the Knowledge of Seller, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification or the imposition of Liability, penalty or Tax under applicable Law.

(e) With respect to each Employee Benefit Plan, all contributions, distributions, reimbursements and payments (including all employer contributions, employee salary reduction contributions, and premium payments) that are due have been made within the time periods prescribed by the terms of each Employee Benefit Plan, ERISA, the Code and other applicable Laws in all material respects, and all contributions, distributions, reimbursements or payments for any period ending on or before the Closing Date that are not yet due have been made or properly accrued in all material respects. No Employee Benefit Plan has any unfunded Liability not reflected on the Financial Statements.

(f) During the past three years, none of the Company, any of its Subsidiaries or any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any current or potential Liability under or with respect to (i) any "defined benefit plan" (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to the funding requirements of Section 412 or 430 of the Code or Section 302 or Title IV of ERISA, (ii) any "multiemployer plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA), (iii) any multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA), (iv) any multiple employer plan (as described in Section 413(c) of the Code), or (v) any plan, program or arrangement that provides for or promises post-retirement or post-employment medical, life insurance or other similar welfare benefits (other than health continuation coverage required by COBRA for which the covered Person pays the full cost of coverage). Neither the Company nor any of its Subsidiaries has any Liability (whether current or contingent) as a result of at any time being treated as a single employer under Section 414 of the Code with any other Person.

(g) With respect to each Employee Benefit Plan, (i) there have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code) and (ii) no "fiduciary" (as defined under ERISA) has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of such Employee Benefit Plan. With respect to each Employee Benefit Plan, no Claim (other than routine claims for benefits or appeals thereof) is pending or to the Knowledge of Seller threatened, and, to the Knowledge of Seller there are no facts that would give rise to or could reasonably be expected to give rise to any such Claim. With respect to each Employee Benefit

Plan, no act, omission or transaction of the Company or any of its Subsidiaries has occurred which would result in the imposition on the Company or any of its Subsidiaries of (A) breach of fiduciary duty liability damages under Section 409 of ERISA, (B) a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA, or (C) a Tax, penalty or assessment imposed pursuant to Chapter 43 of Subtitle D of the Code.

(h) Except as disclosed on Schedule 3.15(h), the consummation of the transactions contemplated by this Agreement, alone, or in combination with any other event, shall not (i) entitle any current or former employee or other individual service provider of the Company or any of its Subsidiaries (or the beneficiaries of such individuals) to any severance, change in control, transaction bonus, retention, or other similar payment under any Employee Benefit Plan or otherwise or (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due to any such employee or other individual service provider (or their beneficiaries), or otherwise give rise to any obligation to fund or any Liability under any Employee Benefit Plan or otherwise, or restrict or limit the ability to amend any Employee Benefit Plan.

(i) The transactions contemplated by this Agreement will not give rise to a change in the ownership or effective control of a “corporation”, or a change in the ownership of a substantial portion of the assets of a “corporation,” as determined under the Treasury Regulations issued under Section 280G of the Code.

(j) Neither the Company nor any of its Subsidiaries or Affiliates has any indemnity or gross-up obligation on or after the Closing for any Taxes imposed under Section 4999 or Section 409A of the Code (or any corresponding provisions of state, local, or non-U.S. Tax Law).

(k) Each Employee Benefit Plan that is a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code) has been operated and administered in compliance with, and is in documentary compliance with, Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder.

3.16 Compliance with Laws; Licenses.

(a) Each of (i) the Company and its Subsidiaries (including the Excluded Entities) is, and for the past three years has been, in material compliance with all Laws and Orders applicable to their businesses, employees, operations, properties or assets. No notices have been received by, and, to the Knowledge of Seller, no Claims have been made against the Company or any of its Subsidiaries (including the Excluded Entities) alleging a material violation of any Law or Order.

(b) Each of the Company and its Subsidiaries hold all material Licenses (including all certificates of occupancy and required business licenses for each Repair Shop) required for the conduct of its business and the ownership of and operations on its properties and assets, and Schedule 3.16(b) sets forth a list as of the date hereof of all of such material Licenses held by the Company and its Subsidiaries. No notices have been received by the Company or any of its Subsidiaries alleging the failure to hold any material License by any Government Entity. Each of the Company and its Subsidiaries is in compliance with all material terms and conditions of all Licenses which it holds. All of such material Licenses are in full force and effect and will remain in full force and effect and will be available for use by the Company and its Subsidiaries immediately after the Closing. No loss or expiration of any material License is pending or, to the Knowledge of Seller, threatened or reasonably foreseeable (including as a result of the transactions contemplated by this Agreement) other than expiration in accordance with the terms thereof.

3.17 Government Contracting. During the past three years, neither the Company nor any of its Subsidiaries has (a) breached or violated, in any material respect, any Law, clause, provision, or requirement pertaining to a Government Contract or Government Bid; (b) made an inaccurate representation or certification in connection with a Government Contract or Government Bid; (c) been subject to audit or investigation by a Government Entity or other Person with respect to a Government Contract or Government Bid (other than government audits conducted in the Ordinary Course that are not reasonably expected to result in Liability to the Company or any of the Subsidiaries); (d) had a Government Contract terminated for default, cause, or failure to perform; (e) been notified of an actual or threatened dispute related to any Government Contract; or (f) been suspended, debarred, proposed for debarment or otherwise excluded from bidding on contracts with a Government Entity. To the Knowledge of Seller, no circumstances exist that would reasonably warrant the institution of such suspension, debarment, or exclusion proceedings against the Company, any of its Subsidiaries, or any Principals (as defined at 48 C.F.R. § 2.101) of the Company or any of its Subsidiaries.

3.18 Inventory. Except as set forth on Schedule 3.18, each item of Inventory consists of items which are free of any material defect or other deficiency and merchantable and are of a type, quality, quantity and composition presently useable and salable in the Ordinary Course. All Inventory is owned by the Company or its Subsidiaries free and clear of any Liens (other than permitted Liens) and no Inventory is held on a consignment basis.

3.19 Real Property.

(a) Schedule 3.19(a) sets forth a list as of the date hereof of the address of each owned real property of the Company and its Subsidiaries, including the Closed Owned Locations (the "Owned Real Property"). Seller has provided, to the extent in Seller's possession, true, complete and correct, copies of each deed and other instrument (as recorded) by which the Company or its Subsidiary acquired such parcel of Owned Real Property and true, complete and correct copies of each title insurance policy, opinion, abstract and survey in the possession of the Company or its Subsidiary with respect to such parcel. With respect to each parcel of Owned Real Property: (i) the Company or its Subsidiary has good and marketable indefeasible fee simple title, free and clear of all Liens except for Permitted Liens, (ii) neither the Company nor any of its Subsidiaries has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, except as provided in Schedule 3.19(a)(ii), (iii) except for the Retail Leases, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein, and (iv) except as set forth on Schedule 3.19(a)(iv), there is no condemnation, expropriation or other Claim in eminent domain pending or, to the Knowledge of Seller, threatened, affecting any Owned Real Property or any portion thereof or interest therein. Neither the whole nor any material portion of any Owned Real Property has been damaged or destroyed by fire or other casualty, which damage remains unrepaired.

(b) Schedule 3.19(b)(i) sets forth a list of each parcel of real property currently leased, sub-leased or otherwise occupied by the Company or any of its Subsidiaries, including each property on which a Repair Shop is located (the "Leased Real Property"). Schedule 3.19(b)(ii) sets forth a list of each Lease as well as for each such Lease, the following information: (i) the address of the Leased Real Property, (ii) date of the Lease, (iii) the names of the parties to each Lease, (iv) applicable rent amount, (v) the security deposit, (vi) the current expiration date (exclusive of any remaining, unexercised renewal options), (vii) the number and duration of any remaining renewal options, (viii) the type of store operated at such location (*i.e.*, whether a supercenter, a service center or a distribution center), and (ix) whether such Leased Real Property is a Closed Leased Location. Seller has provided true, complete and correct copies of each Lease and, in the case of an oral Lease, a written summary of the material terms thereof. The Company and its Subsidiaries have good and valid leasehold interest in and to all of the Leased Real Property, free and clear of all Liens except for Permitted Liens. Each Lease is legal, valid, binding and in full force and effect and is enforceable against the parties thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity. Except as set forth on Schedule 3.19(b)(iii): (i) None of Seller Guarantor, the Company or any of their respective Subsidiaries is nor, to the Knowledge of Seller, alleged to be in breach of or default in any material respect under any Lease, (ii) to the Knowledge of Seller, no counterparty is in breach of or in default in any material respect under any Lease, (iii) except pursuant to the Retail Leases and subleases to the Company or its Subsidiaries, none of Seller Guarantor, the Company or any of their respective Subsidiaries has subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof (iv) there is no condemnation, expropriation or other Claim in eminent domain pending or, to the Knowledge of Seller, threatened, affecting any Leased Real Property or any portion thereof or interest therein, and (v) to the Knowledge of Seller no condition exists that with notice or lapse of time would constitute a default under any Lease, except for any such default or event of default that would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty, which damage remains unrepaired. No eminent domain or condemnation Claim is existing, pending, or to the Knowledge of Seller, threatened, that would preclude or materially impair the use of any Leased Real Property.

(c) The Owned Real Property identified in Schedule 3.19(a) and the Leased Real Property identified in Schedule 3.19(b) (collectively, the "Real Property") comprise all of the real property used by the Company and its Subsidiaries, or otherwise related to, the business of the Company as conducted immediately prior to the date of this Agreement. Except for such noncompliance that would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries taken as a whole, the Real Property conforms in all respects to all applicable building, zoning and other Laws, ordinances, rules and regulations. All buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, including in the Real Property are in reasonably good conditions and repair, normal wear and tear excepted, and are sufficient for the conduct of the business of the Company as conducted immediately prior to the date of this Agreement.

(d) Schedule 3.19(d) sets forth a list of each sublease, license, lease and occupancy Contract entered into by Seller Guarantor, the Company or any of their respective

Subsidiaries with respect to all or any portion of the Real Property (the "Retail Leases"), including, for each Retail Lease, (i) the address of the Real Property subject to the Retail Leases, (ii) date of the Retail Leases, (iii) the names of the parties to each Retail Lease, (iv) applicable sublease rent amount, (v) the security deposit, (vi) the current expiration date (exclusive of any remaining, unexercised renewal options), (vii) the number and duration of any remaining renewal options, and (viii) the type of store operated at such location (*i.e.*, whether a service center, distribution center or retail use). Seller has provided true, complete and correct copies of each Retail Lease and, in the case of an oral Retail Lease, a written summary of the material terms thereof for each Owned Real Property and for each Leased Real Property described on Exhibit L-1. Each Retail Lease is legal, valid, binding and in full force and effect and is enforceable against the parties thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity. Except as set forth on Schedule 3.19(d)(ii): (i) none of Seller Guarantor, the Company or any of their respective Subsidiaries is nor, to the Knowledge of Seller, alleged to be in breach of or default in any material respect under any Retail Lease, (ii) to the Knowledge of Seller, no counterparty is in breach of or in default in any material respect under any Retail Lease. Each Retail Lease is in full force and effect, and none of Seller Guarantor, the Company or any of their respective Subsidiaries, nor, to the Knowledge of Seller, any other party to any Retail Lease, is in breach of or in default in any material respect under any Retail Lease.

(e) Prior to the Closing, Seller or one of its Affiliates has separately demised, the Real Properties set forth on Schedule 3.19(e), including, (i) constructing a demising wall between each such Real Property and the premises retained by Seller of one of its Affiliates, (ii) installing an exterior storefront with a separate entrance to the showroom of such Real Properties, and (iii) installing Seller's prototypical signage on the exterior of such Real Properties (the "Pre-Closing Seller Premises Division Work"). On or prior to the date hereof, Seller has delivered to Buyer true, complete, and correct copies of all invoices and other supporting documentation evidencing the In Process Division Costs. Seller has obtained all Licenses required by applicable Law for the Pre-Closing Seller Premises Division Work and to allow the Company or its applicable Subsidiary to legally use, occupy and operate such Real Property as contemplated in the underlying Lease. In addition, Seller or its applicable Affiliate has obtained the consent from the applicable landlord to conduct the Pre-Closing Seller Premises Division Work, to the extent required in the underlying Lease. The Pre-Closing Seller Premises Division Work has been performed in all material respects in accordance with all applicable Laws and all Licenses required for the Pre-Closing Seller Premises Division Work have been signed off and closed out, or will be closed out within one hundred eighty days of the Closing. Seller or one of its Affiliates has paid or will pay all contractors, vendors, suppliers and third parties for the Pre-Closing Seller Premises Division Work and there are no outstanding amounts due or payable for the Pre-Closing Seller Premises Division Work. In addition, to the extent there are any landlord or subtenant allowances or contributions for the Pre-Closing Seller Premises Division Work, Seller or its applicable Affiliate has received all such allowances and contributions, or shall be entitled to receive such allowances and contributions to the extent they will be paid after the Closing.

(f) Prior to the Closing, Seller or one of its Affiliates has taken concrete steps to separately demise the Real Properties set forth on Schedule 3.19(f). With respect to each such Real Property, Schedule 3.19(f) sets forth a true, complete and correct list of the material steps taken by Seller to effect such premises division and the out-of-pocket costs and expenses actually paid by Seller prior to the date hereof in connection with such steps (such costs with respect to each such Real Property, the "In Process Division Costs"). Seller has made available to Buyer true, complete and correct copies of such invoices and other reasonable supporting documentation in its possession evidencing the payment of the In Process Division Costs.

(g) Schedule 3.19(g) sets forth a list of all guarantees provided by Seller or any of its Affiliates (including the Company and its Subsidiaries) with respect to any of the Leased Real Property.

3.20 Environmental Matters. Except as provided for in Schedule 3.20: (a) neither the Company nor any of its Subsidiaries has received any written notice from any Government Entity or any other Person alleging either that the Company or any of its Subsidiaries is in material violation of any Environmental Law, which material violation remains uncured, or that the Company or any of its Subsidiaries has any material Liability arising under any Environmental Law, which material Liability remains unresolved; (b) neither the Company nor any of its Subsidiaries has any material Liability under any Environmental Law with respect to any manufacture, distribution, disposal or releases of, contamination by or exposure of Hazardous Substances; (c) each of the Company and its Subsidiaries has at all times complied, and is currently in compliance, in all material respects with all applicable Environmental Laws, including with respect to all material Licenses required pursuant to any Environmental Laws for the occupancy of its properties or facilities or the operation of its business; (d) neither the Company nor any of its Subsidiaries has treated, stored, disposed of, arranged for the disposal of, transported, handled, exposed any Person to or released any Hazardous Substance, or owned or operated any facility or property contaminated by a Hazardous Substance, so as to give rise to any current or future Liabilities pursuant to Environmental Law that would be material to the Company and its Subsidiaries taken as a whole; (e) the Company has not assumed by Contract or operation of Law, undertaken, provided an indemnity with respect to, or otherwise become subject to any Liability of any other Person relating to any Environmental Laws or Hazardous Substances that would be material to the Company and its Subsidiaries taken as a whole; (f) there is no Claim pending, or to the Knowledge of Seller, threatened, against the Company or any of its Subsidiaries relating to noncompliance with, or Liabilities pursuant to, Environmental Law that would have, or is reasonably likely to have, a Material Adverse Effect on the Company or any of its Subsidiaries. Seller has furnished to Buyer true, complete and correct copies of all phase I and phase II environmental assessments, environmental audits, reports, correspondence with Government Entities, and other material environmental documents in the Company or its Subsidiaries' possession or control relating to the Company or its Subsidiaries, former or current properties, facilities, operations or businesses.

3.21 Affiliate Transactions. Neither Seller nor any of its Affiliates (excluding the Company and its Subsidiaries (other than the Excluded Entities)) or any of Seller's or any of its Affiliates (including the Company and its Subsidiaries) respective current or former directors, officers, partners, members, equityholders or employees, or any spouse, children, parents and siblings and any trust of any of the foregoing or other entity formed solely for the benefit of such person or such person's spouse, children, parents or sibling (each, a "Company Affiliate"), (a) is a party to or otherwise bound by any Contract with the Company or any of its Subsidiaries (other than the Excluded Entities) or that pertains to the Business, other than any employment, noncompetition, confidentiality or other similar agreements between the Company or any of its Subsidiaries and any Person who is an officer, director, manager or employee of the Company or any of its Subsidiaries (each, an "Affiliate Agreement"), (b) has borrowed money from or loaned money to the Company or any of its Subsidiaries, (c) has guaranteed any obligations of, or has any of its obligations guaranteed by, the Company or any of its Subsidiaries, (d) has any claim or cause of action against the Company or any of its Subsidiaries or their respective businesses or (e) owns, leases, or has any economic or other right, license, title or interest in or to any asset, that is owned, used, or held for use by or necessary or material to the operation of the Business as currently conducted, other than any Leases set forth on Schedule 3.19(b)(i) in which a Company Affiliate is the landlord (clauses (b), (c), (d) and (e), together with the Affiliate Agreements, collectively the "Affiliate Transactions"). As of the Closing, there will be no outstanding or unsatisfied Liabilities of any kind (including inter-company accounts, notes, guarantees, loans, or advances) between or among the Company or any of its Subsidiaries, on the one hand, and a Company Affiliate, on the other hand.

3.22 Insurance.

(a) Schedule 3.22(a) sets forth a true, complete and correct list of each insurance policy including captive, fronting or self-insurance arrangement (each, an "Insurance Policy") that insure the property or business of the Company or any of its Subsidiaries that is currently in effect. With respect to each occurrence based Insurance Policy set forth on Schedule 3.22(a) which is not a currently active policy, the remaining policy limits thereunder are set forth next to the description of such Insurance Policy on Schedule 3.22(a). Complete copies of such Insurance Policies have been made available to Buyer. All premiums due and payable under the Insurance Policies have been timely paid or accrued, and neither the Company nor any of its Subsidiaries is in material default under any Insurance Policy. As of the date of this Agreement, the Company and its Subsidiaries has not received any written notice or other written communication regarding: (i) cancellation, termination, avoidance, rescission, or non-renewal of any policy or (ii) any insurer's denial of coverage or reservation of the right to deny coverage for any material claim or loss under any policy. The Company and its Subsidiaries have reported in a timely manner all reportable events to its insurers and as of the date of this Agreement, there are no claims or losses under any Insurance Policy which are reasonably likely to exhaust the applicable limit of liability of such Insurance Policy.

(b) Schedule 3.22(b)(i) sets forth a true, complete and correct list of all pending Claims involving the Company or any of its Subsidiaries of the type described on Schedule 3.22(b)(ii), including whether insurance coverage is available therefor.

(c) The captive insurance program operated by Colchester (the "Captive Insurance Program") is actuarially sound, and the historic premiums, fees and other amounts charged or allocated under or in connection with the Captive Insurance Program are, and for the past three years have been, sufficient to fund the losses, loss adjustment expenses, operating costs and regulatory capital requirements of Colchester, in each case in all material respects. Schedule 3.5(c) sets forth the most recent actuarial report for Colchester and represents the expected claims development for future periods. Except as set forth on Schedule 3.22(c) neither Seller Guarantor, the Company, nor any of their respective Subsidiaries has been required to make, or has committed to make, any additional capital contribution, surplus contribution, guaranty or other funding commitment to Colchester other than scheduled premium payments in the Ordinary Course. Schedule 3.22(c) sets forth a true, complete and correct description of (i) the current and projected funding requirements of the Captive Insurance Program for the 36-month period following the date of this Agreement, and (ii) any scheduled or anticipated capital calls, surplus notes, or other funding obligations. Colchester has not had any scheduled or anticipated capital calls, surplus notes, or other funding obligations. As of the date of this Agreement, Colchester has sufficient assets and available liquidity to pay its obligations as they become due in the Ordinary Course without requiring any additional capital contribution or other financial support from any Person other than from premium payments received in the Ordinary Course.

(d) Schedule 3.22(d) sets forth a true, complete and correct list of: (i) all outstanding, pending or open Claims under or with respect to any Insurance Policy or other insurance policy, program or arrangement issued or administered by Colchester as part of the Captive Insurance Program, including, for each such Claim, the claimant, the type of Claim, the date of loss, the amount of reserves established with respect thereto, and the amount of any payment made to date; (ii) all Claims under or with respect to any such Insurance Policy or arrangement that have been reported but are not yet resolved (including Claims that are the subject of litigation, arbitration or other dispute resolution proceedings); and (iii) all incidents, circumstances or events which, to the Knowledge of Seller, could reasonably be expected to give rise to a future Claim under or with respect to the Captive Insurance Program. No Claim under or with respect to any Insurance Policy or arrangement issued or administered by Colchester has been denied or contested.

(e) Colchester is, and for the past three years has been, in material compliance with all applicable Laws governing captive insurance companies, including all Laws of its domiciliary jurisdiction with respect to (i) minimum capital and surplus requirements, (ii) investment restrictions and guidelines (including applicable limitations on the types, quality and concentration of investments held by Colchester), (iii) reserving requirements, (iv) premium tax obligations, (v) filing and reporting requirements (including statutory financial statement filings and actuarial opinion filings), (vi) dividend or distribution restrictions, and (vii) any requirements regarding the segregation of assets, trust arrangements or custodial arrangements. All statutory financial statements, annual reports, actuarial opinions and other filings required to be made by Colchester with any insurance regulatory authority or Government Entity have been timely filed and were true, complete and correct in all material respects when filed. Colchester has not received any notice from any Government Entity of any pending or threatened examination, investigation, enforcement action, supervisory action, corrective order, consent order, or requirement to increase capital or surplus levels, and, to the Knowledge of Seller, no such examination, investigation or action is contemplated. Neither Seller Guarantor, Colchester, the Company nor any of their respective Subsidiaries has received any written communication from any Government Entity expressing concerns regarding the financial condition, solvency or reserve adequacy of Colchester.

(f) Schedule 3.22(f) sets forth a true, complete and correct list of all reinsurance, excess-of-loss, stop-loss, retrocession and other risk-transfer agreements to which Colchester is a party or under which Colchester has any rights or obligations (collectively, the "Reinsurance Agreements"). True, complete and correct copies of all Reinsurance Agreements have been made available to Buyer. Each Reinsurance Agreement is in full force and effect and constitutes a legal, valid and binding obligation of Colchester and, to the Knowledge of Seller, of the other parties thereto, and neither Colchester nor, to the Knowledge of Seller, any other party thereto is in material breach of or default thereunder. No party to any Reinsurance Agreement has given or received written notice of termination, cancellation or non-renewal thereof. All amounts due and payable by Colchester under the Reinsurance Agreements have been timely paid, and all reinsurance recoverables reflected in the Financial Statements or statutory financial statements of Colchester are collectible in all material respects.

(g) (i) No Insurance Policy or other insurance policy, program or arrangement issued or administered by Colchester as part of the Captive Insurance Program is currently in run-off, and (ii) none of Seller Guarantor, the Company, Colchester or any of their respective Subsidiaries has entered into any Contract providing for extended reporting periods, tail coverage or other post-termination coverage obligations with respect to any Insurance Policy or other arrangement issued or administered by Colchester that would impose any obligation or Liability on Buyer, the Company, Colchester or any of their respective Subsidiaries after the Closing.

(h) Schedule 3.22(h) sets forth a true, complete and correct list of all (i) letters of credit, surety bonds, guarantees or other credit support instruments issued for the benefit of or posted by or on behalf of Seller Guarantor or any of its Affiliates, including Colchester, the Company or any of its Subsidiaries in connection with the Captive Insurance Program, (ii) trust agreements, custodial agreements, deposit arrangements or other security arrangements maintained by, for the benefit of, or required of Colchester (including any trust arrangements required by any Government Entity or fronting carrier), and (iii) cash, securities or other collateral pledged, deposited or otherwise posted by Seller Guarantor, Colchester, the Company or any of their respective Subsidiaries in connection with the Captive Insurance Program (collectively, "Captive Collateral Arrangements"), in each case specifying the type of arrangement, the beneficiary or secured party, the issuer or custodian, the face amount or value of collateral posted, the expiration or renewal date, and any conditions to draw or release. True, complete and correct copies of all Contracts governing the Captive Collateral Arrangements have been made available to Buyer. Each Captive Collateral Arrangement is in full force and effect and constitutes a legal, valid and binding obligation of the applicable party thereto, and neither Seller Guarantor, Colchester, the Company nor any of their respective Subsidiaries, nor, to the Knowledge of Seller, any other party thereto, is in material breach of or default thereunder. (A) No event has occurred that would permit any beneficiary, secured party or counterparty to draw upon or accelerate any Captive Collateral Arrangement, other than in connection with the payment of valid claims in the Ordinary Course; (B) the Company and its Subsidiaries (including Colchester) are in compliance in all material respects with all collateral posting requirements and trust funding requirements imposed by any Government Entity, fronting carrier or cedent; (C) the aggregate value of the collateral posted under the Captive Collateral Arrangements is not less than the amount required to be posted under the terms thereof or by applicable Laws; and (D) no Government Entity, fronting carrier or cedent has provided written notice requiring an increase in collateral or funding levels under any Captive Collateral Arrangement, and, to the Knowledge of Seller, no such increase is required or contemplated.

3.23 Customers and Vendors. Schedule 3.23 sets forth a list of (a) the top ten fleet customers of the Company and its Subsidiaries (based on the approximate total revenues attributable to such customers) for the fiscal year ended December 31, 2025 (each a "Material Customer", and collectively, the "Material Customers") and (b) the top ten suppliers and vendors to the Company and its Subsidiaries (based on total amount purchased from such supplier or vendor) for the fiscal year ended December 31, 2025 (each a "Material Vendor", and collectively, the "Material Vendors"). From December 31, 2025 through the date of this Agreement, (a) no Material Customer or Material Vendor has canceled or otherwise terminated, or threatened in writing to cancel or terminate its relationship with the Company or any of its Subsidiaries, (b) no Material Customer or Material Vendor has materially decreased, modified or limited or threatened in writing to materially decrease, modify or limit its business with the Company or any of its Subsidiaries (except in the Ordinary Course), and (c) no Material Customer or Material Vendor has provided notice of non-renewal or informed Seller, the Company or any of its Subsidiaries in writing of its intent to materially adjust the terms of any applicable Contract.

3.24 Accounts Receivable. All accounts and notes receivable reflected on the Most Recent Balance Sheet are bona fide receivables arising in the Ordinary Course and are collectible in the Ordinary Course (net of allowances for doubtful accounts reflected on the Most Recent Balance Sheet). There are no Liens (other than Permitted Liens) on such receivables or any part thereof and, other than in the Ordinary Course, there are no agreements for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such receivables by the Company or any of its Subsidiaries.

3.25 Bank Accounts. Schedule 3.25 contains a true, complete and correct list of (a) all banks or other financial institutions with which the Company or any of its Subsidiaries has an account or maintains a lock box or safe deposit box, showing the type of each such account, lock box and safe deposit box and (b) the names of the Persons authorized as signatories thereon or to act or deal in connection therewith.

3.26 No Broker. No broker, finder or investment banker is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or other Contract to which any of Seller or its Affiliates, including the Company and its Subsidiaries, is a party or to which Seller or its Affiliates, including the Company and its Subsidiaries is subject, or for which the Company or any of its Subsidiaries or Buyer could become obligated after the Closing.

3.27 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III and in Section 9.2 (including the related portions of the Schedules), none of Seller, the Company or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller or the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Buyer and its representatives (including any information, documents or material delivered to Buyer or made available to Buyer in the Data Room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

ARTICLE IV
Representations and Warranties of Buyer

Buyer makes to Seller the representations and warranties contained in this Article IV as of the date hereof and as of the Closing Date as follows:

4.1 Organization; Good Standing; Power. Buyer is duly organized, validly existing and in good standing under the Laws of the state of Delaware. Buyer possesses full power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted and as contemplated to be conducted immediately after the Closing.

4.2 Authorization; Execution and Enforceability; No Breach.

(a) Buyer possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which Buyer is a party and to consummate the transactions contemplated hereby and thereby, in accordance with the terms of this Agreement and the other Transaction Documents, as applicable. No other corporate action on the part of Buyer is necessary to authorize the execution, delivery and performance of this Agreement or any other Transaction Documents or the consummation of the transactions contemplated hereby and thereby. Each Transaction Document to which Buyer is or will be a party has been, or upon execution will be, duly and validly executed and delivered by Buyer and constitutes, or upon its execution and delivery will constitute (in each case, assuming due execution and delivery by each other party thereto), a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

(b) Except for (i) compliance with and filings under the Hart-Scott-Rodino Antitrust improvements Act of 1976 and the expiration or termination of any applicable waiting period thereunder, and (ii) written approval of the Vermont Commissioner of Financial Regulation to the change of control of Colchester, no filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Buyer for the execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party nor the consummation of the transactions contemplated by this Agreement. Neither the execution, delivery or performance by Buyer of this Agreement and the other Transaction Documents to which it is a party nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach, violation or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Person the right to modify, cancel, terminate, suspend, revoke or accelerate any obligation under, (v) result in a violation of, or (vi) give rise to a loss of benefit under (A) the certificate of incorporation or bylaws (or other comparable organizational documents) of Buyer, (B) any Law or Order to which Buyer is subject or any of its properties or assets is subject or bound, or (C) any material Contract to which Buyer is a party or by which its properties, rights or assets is subject or bound, except in the case of clauses (B) and (C), for breaches, violations, infringements or Liens that would not be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement in a timely manner or perform its obligations hereunder.

4.3 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or other Contract to which Buyer is a party or to which Buyer is subject for which Seller could become liable or obligated after the Closing.

4.4 Litigation. There are no material Claims pending or, to the Knowledge of Buyer, threatened against or affecting Buyer in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

4.5 Financing. As of the date hereof, Buyer (or its affiliates) has obtained incremental debt financing commitments under its existing credit facility, and assuming the satisfaction of the conditions set forth in Article VII, at Closing Buyer (and its affiliates) will have an aggregate amount of cash on hand, borrowings under such increment debt financing commitments and other available sources of capital, in an amount sufficient to consummate the transactions contemplated by this Agreement and to perform its obligations hereunder, in each case, on the Closing Date.

4.6 Independent Investigation.

(a) Buyer has conducted its own independent investigation, review and analysis of the Business, as well as the results of operations, prospects, condition (financial or otherwise), or assets of the Company, and acknowledges that it has been provided reasonable access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller and the Company for such purpose.

(b) Buyer acknowledges that (i) none of Seller, Seller Guarantor, the Company, or any other Person on behalf of Seller, Seller Guarantor or the Company has made any representation or warranty, expressed or implied, as to the Company or the Company Shares, or the accuracy or completeness of any information regarding the Company or the Company Shares furnished or made available to Buyer and its representatives, or any other matter related to the transactions contemplated herein, other than those representations and warranties expressly set forth in Article III and Section 9.2 of this Agreement (including the related portions of the Schedules), (ii) in determining to enter into this Agreement, Buyer has not relied on any representation or warranty from Seller, Seller Guarantor the Company or any other Person on behalf of Seller, Seller Guarantor or the Company, or upon the accuracy or completeness of any information regarding the Company or the Company Shares furnished or made available to Buyer and its representatives, other than those representations and warranties expressly set forth in Article III and Section 9.2 of this Agreement (including the related portions of the Schedules), and (iii) none of Seller, Seller Guarantor, the Company or any other Person acting on behalf of Seller, Seller Guarantor or the Company shall have any liability to Buyer or any other Person with respect to any projections, forecasts, estimates, plans, or budgets of future revenue, expenses, or expenditures, future results of operations, future cash flows, or the future financial condition of the Company, the Business or the future business, operations, or affairs of the Company, except as expressly set forth in Article III and Section 9.2 of this Agreement (including the related portions of the Schedules).

ARTICLE V
Survival; Indemnification

5.1 Survival. The representations and warranties of the Parties and the covenants and agreements that by their terms contemplate performance prior to or at (but not following) the Closing, in each case, as set forth in this Agreement, shall terminate at, and will not survive, the Closing. Notwithstanding the foregoing, unless otherwise set forth in this Agreement, (a) all covenants and agreements set forth in Section 6.2, Section 6.4, Section 6.5, Section 6.6, Section 6.7, Section 6.8, Section 6.9, Section 6.10, Section 6.12, Section 6.20, Section 6.21, Section 6.22, Section 6.23, Article V and Article IX shall survive the Closing and remain in full force and effect until the time such obligation is fully performed in accordance with its terms, and (b) all other covenants and agreements set forth in this Agreement that by their terms contemplate performance after the Closing shall survive the Closing and remain in full force and effect until the date that is five years following the Closing Date. Notwithstanding the foregoing and for the avoidance of doubt, (i) to the extent any applicable statute of limitations with respect to the Tax matters set forth in Section 6.1 remains open, any covenants relating to such Taxes (including the indemnity obligations in Section 5.2(a)(ii)) shall survive for such period, plus 90 days, and (ii) any indemnification Claim shall survive the time at which it would otherwise terminate pursuant to this Section 5.1 if written notice of the Third Party Claim or Direct Claim, as applicable, shall have been given in good faith to the Party against whom such indemnity may be sought prior to such time the underlying Claim would otherwise cease to survive hereunder. Nothing in this Section 5.1 shall limit or restrict (a) a Party's right or ability to make any claim, or recover any amounts, in connection with Fraud, (b) Buyer's ability to recover under the R&W Insurance Policy, (c) Buyer's rights under this Article V or the rights of any party to any other Transaction Document, or (d) the survival of any representations, warranties, covenants and agreements in any other Transaction Document.

5.2 Indemnifiable Matters.

(a) Indemnification Obligations of Seller. Subject to the limitations contained in Sections 5.1 and 5.3, from and after the Closing, Seller shall indemnify Buyer, the Company and their respective Affiliates, officers, directors, employees, agents, representatives, successors and permitted assigns (collectively, the "Buyer Indemnified Persons") in respect of any Losses which any Buyer Indemnified Person may suffer as a result of, based upon, or arising from:

(i) any nonfulfillment or breach of any covenant or agreement by Seller or Seller Guarantor at any time under this Agreement;

(ii) any Pre-Closing Taxes;

(iii) any Asset Retirement Obligations incurred by the Company or its Subsidiaries in respect of: (i) repair shops, distribution centers or other properties previously leased, used or occupied by the Company or any of its

Subsidiaries that are not operative or are closed as of the Closing Date, and (ii) any Repair Shops or Distribution Centers closed by the Company or any of its Subsidiaries in the twelve months following the Closing;

(iv) the Excluded Business;

(v) the Restructuring (including any failure to complete any portion thereof);

(vi) the Non-Puerto Rico 401(k) Plan;

(vii) the Escheat and Unclaimed Property Obligations;

(viii) the [***] Litigation (including for the avoidance of doubt, the [***] Bond);

(ix) any breach or default by the Company or any of its Subsidiaries under any Lease occurring prior to the Closing and which Seller has Knowledge as of the Closing Date, including for the avoidance of doubt any Lease Default Event;

(x) any Closed Leased Locations, whether such Losses arise prior to, on or after the Closing;

(xi) any prime lease underlying any New Sublease Agreement, unless and until such prime lease has been assigned to LeaseCo, and the Company and its Subsidiaries have been fully and unconditionally released from all obligations and Liabilities thereunder except solely to the extent Buyer, the Company or any of their respective Affiliates is expressly responsible for such Losses under the applicable New Sublease Agreement;

(xii) the rent, additional rent, common area maintenance charges, Taxes, operating expenses, utilities, insurance, maintenance costs, repair costs, restoration costs, surrender costs, enforcement costs or any other Liabilities, arising out of, relating to or resulting from the headquarters leased locations identified on Schedule 5.2(a)(xii) and the applicable Leases relating thereto, except solely to the extent Buyer, the Company or any of their respective Affiliates is expressly responsible for such Losses under the Transition Services Agreement, and excluding any Losses arising with respect to the applicable headquarters Lease after such time as the Company or its applicable Subsidiary is fully released by the landlord for such property from any and all Liabilities under such Lease in connection with the transfer of such Lease to an Affiliate of Seller (with the prior written consent of the applicable landlord) in the Restructuring; and

(xiii) the actual cost incurred in connection with the termination (whether expressly provided by a Contract, negotiated with the applicable contractual counterparty or sought by the Company or its applicable

Subsidiary) of any and all Corporate Contracts (other than those described in Section 6.24(b)) within the six months following the Closing Date.

(b) Indemnification Obligations of Buyer. Subject to the limitations contained in Sections 5.1 and 5.2, from and after the Closing, Buyer shall indemnify Seller and its Affiliates, officers, directors, employees, agents, representatives, successors and permitted assigns (collectively, the "Seller Indemnified Persons") in respect of any Losses which any Seller Indemnified Person may suffer as a result of, based upon, or arising from any nonfulfillment or breach of any covenant, agreement or other provision by Buyer under this Agreement.

5.3 Limitations on Indemnification. Notwithstanding anything contained in Section 5.2, the indemnification obligations of the Parties are subject to the following limitations:

(a) Neither Seller nor Buyer shall be required to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, respectively, against, or reimburse any such Person in respect of any Losses for which indemnity is claimed under Section 5.2 to the extent that the aggregate amount of such Losses indemnifiable by Seller or Buyer, as applicable, exceeds the Final Purchase Price, *provided* that indemnification for claims under Section 5.2(a)(iii) shall be limited in the aggregate to $[***]; indemnification for claims under Section 5.2(a)(vii) shall be limited in the aggregate to $[***]; indemnification for claims under Section 5.2(a)(viii) shall be limited in the aggregate to $[***]; and indemnification for claims under Section 6.20(f) shall not be limited to the Final Purchase Price cap set forth above.

(b) In no event shall either Party be liable to any Buyer Indemnified Person or Seller Indemnified Person, as applicable, for any special or punitive damages relating to the breach or alleged breach of this Agreement, except to the extent actually awarded or paid in connection with a Third Party Claim.

(c) Payments by either Party pursuant to Section 5.2 in respect of any Loss shall be limited to the amount of any such Loss that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Buyer Indemnified Person or the Seller Indemnified Person, as applicable, in respect of the underlying Claim (less the sum of (i) reasonable out-of-pocket costs and expenses relating to collection of such proceeds, (ii) any incremental increase in premiums directly resulting therefrom, and (iii) any deductible or retention associated therewith).

(d) Notwithstanding any other provision of this Agreement to the contrary, no Buyer Indemnified Person, nor any of its Affiliates, shall have any right to indemnification under this Agreement with respect to, or based on, Taxes to the extent that such Taxes (i) are not Pre-Closing Taxes or (ii) are actually recoverable (without any requirement to commence litigation against any insurer) pursuant to the R&W Insurance Policy (taking into account the exclusions and limitations set forth therein); *provided* that, this clause (ii) shall not prevent any Buyer Indemnified Person from making an indemnity Claim hereunder for Pre-Closing Taxes simultaneously with, or during the pendency of any Claim for such Pre-Closing Taxes under the R&W Insurance Policy; *provided*, *further*, that such Buyer Indemnified Person shall (A) diligently pursue such Claim for such Pre-Closing Taxes under the R&W Insurance Policy, and (B) promptly reimburse Seller for any amounts paid to such Buyer Indemnified Person pursuant to an indemnity Claim for Pre-

Closing Taxes under this Agreement to the extent of any amounts recovered pursuant to a simultaneous Claim under the R&W Insurance Policy.

5.4 Manner of Payment.

(a) Any indemnification owing pursuant to this Article V by Seller shall be paid, at Buyer's sole discretion, by (i) set-off against, with respect to Claims that are not in dispute in accordance with Section 5.5 or Section 5.6 (or, if disputed, adjudicated to be owed), any payments due and payable under any New Sublease Agreement, or (ii) directly by Seller by wire transfer of immediately available funds.

(b) The rights of set-off provided in Section 5.4(a)(i) are in addition to, and not in lieu of, any other rights or remedies available to Buyer or any Buyer Indemnified Person, and Buyer's exercise of such set-off rights with respect to any portion of an indemnification Claim shall not limit the rights or remedies of any Buyer Indemnified Person with respect to any unpaid portion of such Claim.

5.5 Third Party Claims.

(a) If any Claim is initiated by any third party (a "Third Party Claim") against any Person entitled to seek indemnification under this Article V (an "Indemnified Party"), and if such Indemnified Party intends to seek indemnification with respect thereto under this Article V, such Indemnified Party shall promptly, after receipt of written notice of such Third Party Claim, provide written notice of such Third Party Claim to the party or parties from whom the Indemnified Party intends to seek indemnification (the "Responsible Party"), which notice shall describe such Third Party Claim in reasonable detail and the amount claimed in respect thereof (if known and quantifiable); *provided*, that the failure to so notify a Responsible Party shall not relieve such Responsible Party of its obligations hereunder unless and to the extent the Responsible Party shall be actually and materially prejudiced by such failure to so notify. A Responsible Party shall be entitled to participate in the defense of such Third Party Claim giving rise to an Indemnified Party's claim for indemnification at such Responsible Party's expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof with reputable counsel chosen by the Responsible Party in connection with such defense within 30 days of its receipt of notice of the Third Party Claim; *provided*, that prior to the Responsible Party assuming control of such defense, it shall demonstrate to the Indemnified Party in writing such Responsible Party's financial ability to provide full indemnification to the Indemnified Party with respect to such Third Party Claim (including the ability to post any bond required by the court or adjudicative body before which such Third Party Claim is taking place) and, subject to the limitations set forth herein, agree in writing to be fully responsible for all Losses relating to such Third Party Claim; *provided*, further, that:

(b) the Indemnified Party shall be entitled to participate (at its sole cost) in the defense of such claim and to employ counsel of its choice for such purpose (it being understood and agreed, for the avoidance of doubt, that any fees and expense of counsel incurred by the Indemnified Party prior to the date that the Responsible Party assumes the defense of such claim shall be indemnified Losses hereunder);

(c) the Responsible Party shall not be entitled to assume control of such defense if (i) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation, (ii) the Indemnified Party reasonably believes an adverse determination with respect to the Third Party Claim giving rise to such claim for indemnification would be materially detrimental to or materially injure the Indemnified Party's reputation or future business prospects including if there is a reasonable likelihood that such Third Party Claim would be the subject of unwanted media attention or negative publicity, (iii) such claim seeks an injunction or equitable relief against the Indemnified Party, (iv) a conflict of interest exists between the Responsible Party and the Indemnified Party, (v) the Responsible Party failed or is failing to vigorously (given the nature of such claim) and in good faith prosecute or defend such claim, or (vi) the Indemnified Party is a Buyer Indemnified Person and the defense of such Third Party Claim by the Responsible Party would be, as reasonably determined by the Indemnified Party, expected to materially adversely affect the Indemnified Party's relationship with any of such party's material customers or vendors; and

(d) if the Responsible Party shall control the defense of any such claim, the Responsible Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a Third Party Claim or ceasing to defend such claim or Third Party Claim unless (i) the settlement involves only payment of money damages, (ii) all such money damages will be the responsibility of, and paid by, the Responsible Party, (iii) the settlement does not impose any injunction or other equitable relief on, and contains no admission of wrongdoing by, the Indemnified Party, and (iv) the settlement contains a legally binding, unconditional and irrevocable releases of the Indemnified Party from all Liabilities with respect to such claim.

5.6 Direct Claims. A claim for indemnification for any matter not involving a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party to the Responsible Party in writing with reasonable promptness. The failure to give such prompt written notice shall not, however, relieve the Responsible Party of its indemnification obligations, unless and only to the extent that the Responsible Party shall be actually and materially prejudiced by such failure to notify. Such notice by the Indemnified Party shall describe the obligation with respect to which the Direct Claim is made, the facts giving rise to and the alleged basis for such Direct Claim. If the Responsible Party disputes its obligation to indemnify the Indemnified Party under this Article V, the Responsible Party shall have 60 days after its receipt of such notice to give written notice of such objection, and the grounds thereof. If the Responsible Party does not so respond within such 60-day period, the Responsible Party shall be deemed to have acknowledged the validity of such Direct Claim. If the Responsible Party disputes such Direct Claim in writing during the 60-day period, then during the 30-day period following delivery of written notice of dispute by the Responsible Party, the Indemnified Party and the Responsible Party shall seek in good faith to resolve the disputed claim. If after 30 days the Parties are unable to come to an agreement regarding such indemnification obligations, the amount of indemnification to which an Indemnified Party shall be entitled shall be determined by either (a) the written agreement between the Indemnified Party and the Responsible Party, (b) a final written judgment or decree of any Government Entity of competent jurisdiction, or (c) any other means to which the Indemnified Party and the Responsible Party shall agree.

5.7 Final Purchase Price Adjustment. All indemnification payments made under this Article V shall be deemed to be an adjustment to the Final Purchase Price for Tax purposes.

5.8 Exclusive Remedies. The remedies provided in this Article V, subject to the limitations set forth herein, shall, from and after the Closing, be the sole and exclusive monetary remedies of the Buyer Indemnified Persons and the Seller Indemnified Persons with respect to the transactions contemplated by this Agreement (except (a) in the case of Fraud and (b) for any other remedies expressly set forth in Sections 2.3, 6.3, 6.4, 6.5, 6.11, 6.12, 9.2 and 9.12), and subject to the foregoing, neither the Buyer Indemnified Persons nor the Seller Indemnified Persons shall have any other rights or remedies in connection with any breach of this Agreement, or any other Loss arising out of the negotiation, entry into or consummation of the transactions contemplated by this Agreement for the recovery of Losses resulting from, relating to or arising out of this Agreement; *provided*, that this Section 5.8 shall not be deemed a waiver by any Party of its right to seek specific performance or injunctive relief in the case of a failure by the other Party to comply with the covenants made by such other Party hereto. The foregoing shall in no way limit the remedies available to any Person pursuant to any other Transaction Document. Notwithstanding anything to the contrary, from and after Closing, Buyer shall have no recourse against Seller, Seller Guarantor or their Affiliates for any inaccuracy or breach of any representation or warranty, and Buyer's sole recourse for any such inaccuracy or breach shall be under the R&W Insurance Policy, except in the case of Fraud.

5.9 Tax Benefits. Any calculation of Losses for purposes of this Article V shall be reduced to take account of any net Tax benefit actually realized in cash in the same taxable year in which such Losses are incurred by the Indemnified Party as a result of any such Losses.

ARTICLE VI
Covenants and Agreements

Each of the Parties hereto agrees as follows with respect to the period after the Closing Date:

6.1 Tax Matters.

(a) Allocation of Taxes for a Straddle Period. For any Straddle Period, Taxes shall be attributable to the portion of such period ending on the Closing Date in an amount equal to: (i) in the case of any gross receipts, income, sales, revenue, payroll, employment or similar Taxes, the portion of such Taxes allocable to the portion of the Straddle Period ending on or before the Closing Date, as determined on the basis of the deemed closing of the books and records of the Company at the end of the Closing Date (unless otherwise required by applicable Tax Law) and (ii) in the case of any Taxes other than those described in clause (i), the Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period from the beginning of the Straddle Period through and including the Closing Date and the denominator of which is the number of days in the entire Straddle Period. Notwithstanding the foregoing, all applicable Tax deductions in respect of Seller Expenses shall be allocated to the Pre-Closing Tax Period to the extent "more likely than not" (or higher standard) allowed by applicable Law, and all deferred intercompany gain described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. Law) entered into or created on or prior to the Closing Date shall be allocated to the Pre-Closing Tax Period.

(b) Tax Returns for Straddle Periods and Pre-Closing Periods.

(i) Seller shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for any Affiliated Group of which the Company or any of its Subsidiaries are members along with Seller or any of its Affiliates (other than the Company and its Subsidiaries) and all Tax Returns for the Excluded Entities (the "Seller Group Returns"). The Company and its Subsidiaries shall provide, and Buyer shall cause the Company and its Subsidiaries to provide, to the Seller Tax information in the possession or control of the Company and its Subsidiaries to the extent such information is reasonably ascertainable or was actually provided by Seller to Buyer pursuant to the transactions contemplated by this Agreement, reasonably requested, in writing, by Seller for inclusion in the Seller Group Returns for a Pre-Closing Tax Period; *provided*, that Seller shall in no event have any right to review or access any Tax Return of the Company or its Subsidiaries filed after the Closing Date except to the extent relating to a Pre-Closing Tax Period. Seller shall remit or cause to be remitted to the appropriate Taxing Authority all amounts due and payable in connection with such Seller Group Returns. Seller shall prepare or cause to be prepared and file or cause to be filed all income Tax Returns of the Company and its Subsidiaries (other than Seller Group Returns) for tax periods that end on or before the Closing Date that have not been filed as of the Closing Date (the "Pre-Closing Tax Returns"), and all such Pre-Closing Tax Returns shall be prepared in a manner consistent with past practice with respect to the Company and its Subsidiaries unless otherwise required by applicable Law or this Agreement. Seller shall provide drafts of each such Pre-Closing Tax Return to Buyer for Buyer's review and comment at least 30 days prior to the due date for filing such Pre-Closing Tax Return (including any applicable extensions) or, in the case of Pre-Closing Tax Returns filed on a more frequent than annual basis, as soon as reasonably practicable but at least five days prior to the due date for filing such Pre-Closing Tax Return. For the avoidance of doubt, any Pre-Closing Tax Return that is normally filed on an annual basis, but that is required to be filed for a period of less than one year due to a termination or other event (*e.g.*, a "stub" period income Pre-Closing Tax Return of the Company or its Subsidiaries for the period ending on the Closing Date) shall not be considered a Pre-Closing Tax Return filed on a more frequent than annual basis. Seller shall consider in good faith all reasonable comments made in writing by Buyer at least 15 days prior to the due date for filing such Pre-Closing Tax Return or, in the case of Pre-Closing Tax Returns filed on a more frequent than annual basis, at least two days prior to the due date of such Pre-Closing Tax Return; *provided*, that Seller shall not be required to accept any comments that do not reflect, in its good faith judgment, a position that is at least "more likely than not" to be sustained. Seller shall jointly and severally pay to Buyer the amount of the Taxes with respect to such Pre-Closing Tax Returns for which Seller is responsible under Section 5.2(a)(ii) within five days of filing the applicable Pre-Closing Tax Return to which such Taxes relate, but only to the extent that such Taxes were not included as Net Working Capital, Unpaid Income Taxes, Closing Indebtedness, or Closing Payroll Taxes or otherwise taken into account in the calculation of the Final Purchase Price under Section 2.3.

(ii) Buyer shall prepare or cause to be prepared and file or cause to be filed all non-income Tax Returns of the Company and its Subsidiaries (other than, for the avoidance of doubt, the Excluded Entities) for tax periods that end on or before the Closing Date that are required to be filed after the Closing, and all Tax Returns of the Company and its Subsidiaries for the Straddle Period. Buyer shall provide drafts of each such Tax Return to Seller for Seller's review and comment at least 30 days prior to the due date for filing such Tax Return (including any applicable extensions) or, in the case of Tax Returns filed on a more frequent than annual basis, as soon as reasonably practicable but at least five days prior to the due date for filing such Tax Return. Buyer shall consider in good faith all reasonable comments made in writing by Seller at least 15 days prior to the due date for filing such Tax Return or, in the case of Tax Returns filed on a more frequent than annual basis, at least two days prior to the due date of such Tax Return; *provided*, that Buyer shall not be required to accept any comments that do not reflect, in its good faith judgment, a position that is at least "more likely than not" to be sustained. Seller shall pay to Buyer the amount of the Taxes with respect to such Tax Returns for which Seller is responsible under Section 5.2(a)(ii) within five days of filing the applicable Tax Return to which such Taxes relate, but only to the extent that such Taxes were not included as Net Working Capital, Unpaid Income Taxes, Closing Indebtedness, or Closing Payroll Taxes or otherwise taken into account in the calculation of the Final Purchase Price under Section 2.3.

(c) Other Tax Return Matters.

(i) Buyer shall not, and shall not permit any of its Affiliates (including, for the avoidance of doubt, the Company and its Subsidiaries) to, (A) file (except as set forth in Section 6.1(b)), amend, refile, revoke or otherwise modify any material Tax Return or Tax election of the Company or any of its Subsidiaries with respect to a Pre-Closing Tax Period, (B) except as set forth in Section 6.1(c)(ii), initiate any voluntary disclosure or similar process with respect to any Taxes or Tax Returns of the Company or any of its Subsidiaries that were originally due on or before the Closing Date (taking into account any applicable extensions), (C) make an election under Section 336 or 338 of the Code (or any comparable applicable provision of state, local or foreign Tax law) with respect to the transactions contemplated by this Agreement, (D) make any Tax election with respect to the Company or any of its Subsidiaries that is retroactively effective on or before the Closing Date, (E) with respect to the Company or any of its Subsidiaries, to engage in any transaction after the Closing on the Closing Date outside the Ordinary Course (other than as contemplated by this Agreement), or (F) carry back any item of loss, deduction, credit or other tax benefit of or in respect of the Company or any of its Subsidiaries from any taxable period into any Pre-Closing Tax Period, in each of (A) – (F) unless required by applicable Law or at the direction of a Taxing Authority or with the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed) if such action is reasonably likely to result in a material increase in Pre-Closing Taxes, Unpaid Income Taxes or the Tax Liability of Seller or a member of the Affiliated Group that includes Seller.

(ii) Notwithstanding anything to the contrary in this Agreement (including Section 6.1(c)(i)), following the Closing, Buyer may, in its sole discretion but solely with respect to (A) self-procurement Tax Returns or other premium-based Tax Returns of Colchester and (B) the Escheat and Unclaimed Property Obligations, cause the Company or any of the Company's Subsidiaries to enter into voluntary disclosure agreements in accordance with applicable published programs of the relevant Government Entity and standard administrative practices (to the extent that such programs and practices exist in the relevant jurisdiction) ("VDA"), which VDAs relate to (x) Taxes for taxable periods (or portions thereof) ending on or prior to the Closing Date and (y) the Escheat and Unclaimed Property Obligations; *provided* that (A) Buyer shall only be entitled to initiate any such VDA within 18 months following the Closing Date and shall provide notice to Seller no later than five Business Days prior to the initiation of any such VDA, (B) such VDA shall be pursued in good faith with reasonable efforts to minimize any liability, (C) entry into any such VDA shall not constitute, or be deemed to constitute, an admission of wrongdoing or personal liability by Seller to Buyer, with Buyer's sole right to indemnification being pursuant to Article V, (D) Buyer shall in good faith consider the reasonable comments submitted to Buyer by Seller, and (E) Seller shall have the right to participate in any such VDA at its own expense.

(iii) The parties agree that, except as required by applicable Law, (i) no election shall be made under Treasury Regulations Section 1.1502-76(b)(2)(ii)(D) to ratably allocate items (or make any similar election or ratably allocate items under any corresponding provision of applicable Law) and (ii) the parties shall not apply the "next day" rule of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) (or make any similar election or ratably allocate items under any corresponding provision of applicable Law) with respect to any of the Tax deductions for Seller Expenses, which shall be reported in accordance with Section 6.1(a).

(d) Tax Sharing Agreements. As of the Closing Date, Seller Guarantor and the Company (or any of their respective Subsidiaries, as applicable) shall have terminated any Tax sharing agreements or arrangements between Seller Guarantor (or any of its Affiliates) and the Company (or any of their respective Subsidiaries, as applicable), and such Tax sharing agreements or arrangements shall have no further effect for any taxable year (whether the current year, a future year or a past year). After the Closing Date, the Company and its Subsidiaries shall not have any further rights or Liabilities thereunder or under any payables or receivables arising therefrom or thereunder.

(e) Cooperation on Tax Matters.

(i) Buyer and the Company, on the one hand, and Seller on the other, shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the preparation and filing of any Tax Returns pursuant to this Section 6.1 and any Claim with respect to Taxes. Such cooperation shall include the retention and, upon the other Party's request, the provision of records and information that are reasonably relevant to any such Claim and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder; *provided* that (x) Buyer and the Company shall not be required to provide Seller any Affiliated Group Tax Return or portion thereof (including any work papers or related documentation) of Buyer or its Affiliates, (y) Seller shall not be required to provide Buyer any Seller Group Return or portion thereof (including any work papers or related documentation), and (z) with respect to any information sought by Seller or its representatives with respect to any direct indemnification claim between any Indemnified Party and Seller under Article V, the applicable rules of discovery shall apply in lieu of this Section 6.1(e). Buyer and the Company, on the one hand, and Seller, on the other hand, agree to retain all books and records with respect to Tax matters pertinent to the Company and its Subsidiaries relating to any taxable period beginning before the Closing Date for a period of seven years and to abide by all record retention agreements entered into with any Taxing Authority; *provided*, that Buyer may dispose of such books and records that are offered in writing to, but not accepted by, Seller.

(ii) Buyer and Seller further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any Government Entity or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Tax that could be imposed with respect to the transactions contemplated by this Agreement.

(f) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement ("Transfer Taxes") shall be economically borne 50% on the one hand by Buyer and 50% on the other hand by Seller. All Transfer Taxes shall be paid to the relevant Government Entity when due by the Party which is legally responsible in the first instance under applicable Law for paying such Transfer Taxes, and such Party shall, at its own expense and with the reasonable cooperation of the other Party, timely file any Tax Return or other document with respect to such Transfer Taxes. The Party not legally responsible for paying such Transfer Taxes shall promptly reimburse the other Party for its share of such Transfer Taxes within five Business Days following the receipt of written request from the other Party for such Transfer Taxes. Buyer and Seller agree to, and shall cause their respective Affiliates to, reasonably cooperate in the execution and delivery of all instruments and certificates reasonably necessary to remit and/or minimize the amount of any such Transfer Taxes. Buyer and Seller further agree to conduct, or cause to be conducted, a Transfer Tax analysis which will set forth the Transfer Taxes that are due and owing and identify the Party responsible for such Transfer Tax, and the costs of such analysis shall be economically borne 50% on the one hand by Buyer, and 50% on the other hand by Seller.

(g) Tax Contests. After the Closing, each of Buyer and Seller shall promptly notify the other in writing of the proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim with respect to Taxes, of which such Party has been informed in writing by any Taxing Authority imposed on Buyer, the Company or any of its Subsidiaries, which, if determined adversely to the taxpayer or after the lapse of time, could be grounds for indemnification under this Agreement. Such notice shall contain factual information (to the extent known to Seller, Buyer, or the Company, as applicable) describing the asserted Liability for Taxes in reasonable detail and shall include copies of any notice or other document received from any Taxing Authority in respect of any such asserted Liability for Taxes, *provided*, that failure to so notify Seller shall not relieve Seller of its obligations hereunder unless and to the extent Seller is actually and materially prejudiced thereby. In the case of a Tax audit, or administrative or judicial proceeding, with respect to the Company or any of its Subsidiaries (a "Contest") that relates to a Seller Group Return or that otherwise relates solely to a Pre-Closing Tax Period excluding any Straddle Period (a "Seller Contest"), Seller shall have the right, at its sole expense, to control the conduct of such Seller Contest; *provided*, that, in each case other than in respect of a Seller Contest that relates to a Seller Group Return, (i) Seller shall diligently prosecute such Seller Contest in good faith, (ii) Seller shall keep Buyer reasonably informed of the status of developments with respect to such Seller Contest, (iii) Seller shall not settle, discharge, or otherwise dispose of any such Seller Contest to the extent it could reasonably be expected to adversely affect the Tax liability of Buyer, the Company or any of the Company's Subsidiaries for any taxable period beginning after the Closing Date without the prior written consent of Buyer (which consent is not to be unreasonably withheld, conditioned or delayed), and (iv) Buyer shall have the right to fully participate at its sole expense in any such Seller Contest. For the avoidance of doubt, the Tax Liens shall be a Seller Contest subject to the provisions of this Section 6.1(g). Buyer shall control and shall have the right to discharge, settle, or otherwise dispose of, at its sole expense, all other Contests; *provided*, for any such Contest that relates to a Pre-Closing Tax Period, (A) Buyer shall diligently prosecute such other Contest in good faith, (B) Buyer shall keep Seller reasonably informed of the status of developments with respect to such other Contest, (C) Buyer shall not settle, discharge, or otherwise dispose of any such other Contest to the extent it would increase the Tax liability of Seller for any taxable period ending on or before the Closing Date without the prior written consent of Seller (which consent is not to be unreasonably withheld, conditioned or delayed), and (D) Seller shall have the right to fully participate in any such other Contest at its sole expense. To the extent of any inconsistency between this Section 6.1(g) and Article V, this Section 6.1(g) shall control.

(h) Tax Refunds. Seller shall be entitled to all Tax refunds and credits (and any interest thereon) of the Company and its Subsidiaries relating to any Pre-Closing Tax Period, including the portion of a Straddle Period ending on and including the Closing Date, other than any such Tax refunds or credits to the extent included in the computation of the Final Purchase Price pursuant to Section 2.3, net of any reasonable out-of-pocket cost and expenses (including any Tax) incurred or suffered by the Company, its Subsidiaries, Buyer, or their respective Affiliates with respect to the receipt or obtaining thereof (collectively, "Tax Refunds"). Any Tax Refunds received after the Closing by Buyer or any of its Affiliates (including the Company or any of its Subsidiaries) shall be remitted by Buyer to Seller within five Business Days of the receipt of such Tax Refund. Buyer and Seller agree that any Tax Refund paid under this Section 6.1(h) shall be treated as an adjustment to the Final Purchase Price for Tax purposes and shall not take any Tax position inconsistent with such treatment unless otherwise required by applicable Law. In the event that all or any portion of any Tax Refunds previously paid to Seller pursuant to this Section 6.1(h) is subsequently disallowed, reduced, or required to be repaid to a Taxing Authority (including as a result of any audit, examination, or other proceeding), Seller shall, within five Business Days after written notice from Buyer, repay to Buyer an amount equal to the portion of such Tax Refund so disallowed or reduced plus any interest, penalties or additions thereto imposed by the applicable Taxing Authority. Buyer shall be entitled to set off against any amounts otherwise payable to Seller pursuant to Section 6.1 any amounts that are then due and payable (but remain unpaid) by Seller to Buyer or any of its Affiliates pursuant to this Agreement, including Section 5.2(a)(ii).

(i) Post-Closing Change of Control Payments. In the event Buyer makes payment of any Change of Control Payments for which Seller actually reimburses Buyer pursuant to the terms of this Agreement or that otherwise reduces the Purchase Price, Buyer shall pay to Seller the amount of any net cash Tax benefit actually recognized by Buyer in the taxable year in which such Change of Control Payment is taken into account for income Tax purposes, as determined by Buyer in good faith on a "with and without" basis. In the event that all or any portion of any such Tax benefit previously paid to Seller pursuant to this Section 6.1(i) is subsequently disallowed, reduced, or required to be repaid to a Taxing Authority (including as a result of any audit, examination, or other proceeding), Seller shall, within five Business Days after written notice from Buyer, repay to Buyer an amount equal to the portion of such Tax benefit so disallowed or reduced.

(j) Tax Lien Release. From the date of this Agreement until the Closing, Seller shall use commercially reasonable efforts to fully pay, discharge, satisfy and release each outstanding Tax Lien listed on Schedule 1.1(d), and to deliver to Buyer evidence, in form and substance reasonably satisfactory to Buyer, of the full payment, discharge, satisfaction and release of each such Tax Lien, including filing confirmations and other customary evidence that such releases have been filed or recorded by the IRS. Notwithstanding the foregoing, Seller shall be entitled to contest in any Tax Liens as a Seller Contest if, in Seller's good faith judgment, such Tax Liens, including the underlying Taxes, have been improperly imposed.

6.2 Employees and Benefit Plans.

(a) This Section 6.2 shall be binding upon and shall inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 6.2, express or implied, is intended to confer or shall confer upon the employees of the Company and its Subsidiaries who are employed by the Company or any of its Subsidiaries immediately following the Closing or any other Person (including for the avoidance of doubt any current or former directors, officers, employees, contractors or consultants of any of the Company or any of its Subsidiaries, or Buyer or any of its Subsidiaries) any rights or remedies of any nature whatsoever (including any third-party beneficiary rights) under or by reason of Section 6.2. Nothing in this Section 6.2 shall constitute an amendment or modification to any Employee Benefit Plan or any other benefit or compensation plan, policy, program, agreement or arrangement at any time assumed, established, sponsored or maintained by the Company, Buyer or any of their respective Affiliates or shall be construed as prohibiting or limiting the ability of the Company, Buyer or any of their respective Subsidiaries or Affiliates to amend, modify or terminate any plans, programs, policies, arrangements, agreements or understandings. Nothing herein shall be construed as requiring, and neither the Company nor any of its Subsidiaries shall take any action that would have the effect of requiring, Buyer or its Affiliates to continue any specific benefit or compensation plans, programs, policies, arrangements or agreements or to continue the employment (or any particular term or condition of employment) of any specific Person.

(b) Seller shall cause the Company to pay, or shall cause to be paid, to each employee who is employed by the Company or one of its Subsidiaries immediately prior to the Closing and who participates in an Employee Benefit Plan that provides the opportunity to earn a bonus, commission or other incentive payment in respect of any period of time prior to the Closing for which the applicable measurement period has ended prior to the Closing but for which either (i) the amount of such bonus, commission or other incentive payment is unpaid as of the Closing, or (ii) the satisfaction of any performance criteria related to such measurement period has not been determined as of the Closing, such employee's bonus, commission or other incentive payment in an amount determined by the Company under the applicable terms of such Employee Benefit Plan as of immediately prior to the Closing.

(c) Prior to the Closing Date, the Company shall have caused: (i) the sponsorship of each Employee Benefit Plan intended to include a Code section 401(k) arrangement for U.S. employees outside of Puerto Rico (the "Non-Puerto Rico 401(k) Plan"), and (ii) all Contracts with respect to the Non-Puerto Rico 401(k) Plan to have been transferred to an Affiliate of Seller (other than the Company or one of its Subsidiaries), and shall have terminated participation by the Company and its Subsidiaries in the Non-Puerto Rico 401(k) Plan, and shall have provided Buyer evidence of such transfers and termination of participation in form and substance reasonably acceptable to Buyer. Prior to the Closing Date, the Company shall take all actions necessary to cause the Non-Puerto Rico 401(k) Plan to fully vest, effective as of the Closing Date, the unvested account balances of the employees of the Company and its Subsidiaries.

6.3 Restrictive Covenants.

(a) Non-Solicit. As an inducement for Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller Guarantor hereby covenants and agrees that during the period beginning on the date of this Agreement and ending on the second anniversary of the Closing Date, Seller Guarantor shall not (and shall cause its Affiliates not to), directly or indirectly, (i) hire any officer or employee or solicit or induce or attempt to solicit or induce any officer or employee of the Company or any of its Subsidiaries to leave the employ of the Company or any of its Subsidiaries, (ii) induce or attempt to induce any material customer, supplier, licensee, independent contractor or other material business relation of the Business to cease doing business with the Company or any of its Subsidiaries, or knowingly interfere with the relationship between the Company or any of its Subsidiaries and any material customer, supplier, vendor, licensee, independent contractor or other material business relation of the Business (including by inducing or attempting to induce any such person or entity to reduce the amount of business it does with the Company or any of its Subsidiaries). Notwithstanding anything in this Agreement to the contrary, the foregoing shall not prevent Seller Guarantor or its Affiliates from (A) undertaking general solicitations of employment not specifically targeted at any of the foregoing employees, (B) hiring any of the foregoing employees six months following termination of employment of any such employee by Buyer, the Company or any of their Subsidiaries or Affiliates, so long as such termination is not the result of a breach of this Section 6.3(a), or (C) conducting their other business activities, *provided*, that such activities do not knowingly and intentionally violate this Section 6.3(a).

(b) Seller Guarantor acknowledges that the restrictions contained in this Section 6.3 are reasonable and necessary to protect the legitimate interests of the Company and its

Subsidiaries and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.3 should ever be adjudicated to exceed the time or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time or other limitations permitted by applicable Law. Each covenant contained in this Section 6.3 and each provision hereof is a severable and distinct covenant and provision. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

6.4 Confidentiality. From and after the Closing, Seller Guarantor shall, and shall cause its Affiliates to, hold, and shall use its commercially reasonable efforts to cause its representatives to hold, in confidence and not disclose to any Person any and all information, whether written or oral, to the extent relating to the Company or any of its Subsidiaries, including any information provided to Seller Guarantor or any of its Affiliates or representatives pursuant to this Agreement after the Closing, except to the extent that such information (a) is generally available to or known by the public (other than through disclosure by Seller Guarantor, any of its Affiliates or its representatives in violation of this Section 6.4); (b) is lawfully acquired by Seller Guarantor, any of its Affiliates or its representatives after the Closing from a source which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; (c) is independently derived by Seller Guarantor or any of its Affiliates after the Closing without reference to or use of information subject to the confidentiality obligations of this Section 6.4; and (d) is required to be disclosed by Law, and in the case of this subclause (d), Seller Guarantor or its applicable Affiliate shall (i) disclose only that portion of such information which Seller Guarantor or its applicable Affiliate is advised by its counsel is legally required to be disclosed, and (ii) cooperate with Buyer (at its expense) to obtain a protective order or other confidential treatment with respect to such information.

6.5 Certain Lease Matters.

(a) Cure Rights. From and after the Closing, if a default occurs under the prime lease underlying any New Sublease Agreement, including any failure by Seller Guarantor, any of its Affiliates, or any of their respective successors or assigns, to satisfy rent payment obligations thereunder (other than a default directly caused by a failure of the Company or any of its Subsidiaries to perform under such New Sublease Agreement, to the extent such default has not been cured by the Company or any of its Subsidiaries), and the Company or any of its Subsidiaries cures such default under the applicable prime lease, Buyer shall be reimbursed by Seller, including by the right to set off against any other New Sublease Agreement, (i) the amount of all costs and expenses incurred by the Company or any of its Affiliates in curing such default, together with interest thereon at a rate of 12% per annum from the date such costs are incurred until recouped in full and (ii) if, as a result of a default by Seller, any of its Affiliates, or any of their respective successors or assigns under the applicable prime lease, such prime lease is terminated, an amount equal to $[***] for each lease year that remains prior to the then current expiration date of the applicable New Sublease Agreement or other Lease.

(b) Renewal Options. If, following the Closing, the Company or any of its Subsidiaries elects to exercise a renewal option under any New Sublease Agreement, and Seller Guarantor, any of its Affiliates, or any of their respective successors or assigns, is obligated to exercise its corresponding option term under the applicable prime lease and fails to do so and Buyer has not retained access to such Repair Shop by entering into a direct lease with the applicable prime landlord for the duration of such option term, Buyer shall be reimbursed by Seller, including by the right to set off against any other New Sublease Agreement or any other Lease under which Seller Guarantor or any of its Affiliates is the landlord, an amount equal to $[***] for each year of such renewal option.

(c) Recognition Agreements. From and after the date hereof, Seller Guarantor and its Affiliates shall use commercially reasonable efforts (excluding any obligation to pay landlord for same) to obtain and deliver to Buyer duly executed recognition agreements from the applicable prime landlord under each Lease set forth on Exhibit L-1, in each case substantially in the form attached hereto as Exhibit O, with only those modifications approved in writing by Buyer; *provided*, that with respect to any Lease for which an estoppel certificate in accordance with Section 6.5(d) has been delivered, the relevant estoppel language may be removed from the applicable recognition agreement. Seller Guarantor and its Affiliates shall, (i) to the extent requested by Buyer, allow Buyer a reasonable opportunity to participate in any discussions with such prime landlords (including by providing advance notice thereof), (ii) keep Buyer reasonably informed of all material communications, developments and negotiations with such prime landlords, and (iii) promptly provide Buyer with copies of all written communications with such prime landlords.

(d) Landlord Estoppel Certificates.

(i) From and after the date of this Agreement and until the Closing, Seller Guarantor shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain and deliver to Buyer, as promptly as practicable and in any event no later than the Closing Date, estoppel certificates in the form attached hereto as Exhibit P, reasonably acceptable to Buyer and confirming the terms of the applicable Lease made available to Buyer prior to the date hereof, from the applicable landlord under each Lease.

(ii) Seller Guarantor shall (i) to the extent requested by Buyer, allow Buyer a reasonable opportunity to participate in any discussions with any landlords in connection with the foregoing Section 6.5(d)(i) (including by providing advance notice thereof), (ii) keep Buyer reasonably informed of all material communications, developments and negotiations with such landlords, and (iii) promptly provide Buyer with copies of all written communications with any landlord.

(iii) Without limiting the foregoing, Seller Guarantor shall promptly (and in any event within two Business Days) notify Buyer in writing of (A) any material issues, objections, or comments raised by any landlord under any Lease (in connection with the seeking of an estoppel certificate or otherwise), including any inaccuracy in any Lease made available to Buyer or the terms thereof, and (B) any defaults, events of default, or conditions that with notice or lapse of time, or both, would constitute a default (in each case, whether actual, alleged or threatened) under any Lease of which Seller Guarantor or any of its Affiliates becomes aware ("Lease Default Event"), and shall keep Buyer reasonably informed of the status and resolution of such matters.

(e) Landlord Consents. From and after the date of this Agreement and until the Closing, Seller Guarantor shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain and deliver to Buyer, as promptly as practicable and in any event no later than the Closing Date, written consents from the applicable landlord, for the assignment of such Lease in connection with the Restructuring, sublease of such Lease to the Company or one of its Subsidiaries, or any other applicable transactions contemplated hereby, under each Lease set forth on Exhibit Q-1. Each such landlord consent shall be in the form attached hereto as Exhibit Q-2, with only those modifications approved in writing by Buyer.

(f) Amendment of Leases. From and after the date of this Agreement and until the Closing, Seller Guarantor shall not, and shall cause its Affiliates (including the Company and its Subsidiaries) not to, sell, pledge, assign, transfer, lease, license, dispose of, grant any easement with respect to, enter into any Lease with respect to, encumber, record a restrictive covenant against, or effect a deed in lieu of foreclosure with respect to any of the Owned Real Property, or enter into, modify, amend, terminate, waive, release, compromise or assign any material rights or claim with respect to any of the Leased Real Properties, in each case, other than in connection with the Restructuring; *provided*, *however*, Seller Guarantor and Affiliates (including the Company and its Subsidiaries) shall be able to enter into new Retail Leases without Buyer consent, solely to the extent (i) (1) the subject property is not subject to a Retained Lease or a parcel of Owned Real Property and (2) Seller Guarantor and its Affiliates would be permitted to enter into such Retail Lease following the Closing pursuant to the terms of the applicable Lease, Lease Amendment Agreement or New Sublease Agreement related to such property or (ii) such Retail Lease is under negotiation as of the date hereof and described on Schedule 6.5(f).

(g) Premises Division. Any and all amounts payable, to become payable, or to be accrued in accordance with the Accounting Principles in connection with premises division work conducted on or before the Closing that remains unpaid as of immediately prior to the Closing shall be accrued as a current liability in the calculation of Net Working Capital.

(h) Negotiations. If, as of the date hereof, Seller Guarantor or any of its Affiliates is in discussions or contract to acquire any real property on which a Repair Shop sits and Seller Guarantor or its applicable Affiliate has not acquired such real property as of the Closing Date, Seller Guarantor shall use commercially reasonable efforts to transfer any and all rights it may have with respect to the purchase of such real property to the Company and if, such transfer is not feasible, provide sale terms and owner contact information to Buyer to allow Buyer to seek to negotiate such purchase.

6.6 Company Name and Marks. Seller Guarantor hereby acknowledges and agrees that the Company and its Subsidiaries own all right, title and interest in and to the Company Name and Marks and that any and all rights of Seller Guarantor and each of its Affiliates (other than the Company and its Subsidiaries) to use the Company Name and Marks shall terminate as of the Closing and shall immediately revert to the Company and its Subsidiaries, along with any and all goodwill associated therewith. As soon as practicable after the Closing, but in no event more than 45 Business Days thereafter, Seller Guarantor shall cause any of its Affiliates (other than the Company or any of its Subsidiaries) with names that include any Company Name and Marks to change its or their names, as applicable, to names that do not include and bear no similarities to any Company Name and Marks, and Seller Guarantor shall cause each of its Affiliates (other than the Company and its Subsidiaries) to make all filings (and deliver to Buyer copies of all such filings and executed copies of all documents) necessary to change the name of any such Affiliate to another name bearing no similarity to any of the Company Name and Marks, including, where applicable, name change amendments and appropriate name change notices for each jurisdiction the applicable Affiliate is qualified to do business. From and after the Closing, Seller Guarantor and its Affiliates, unless otherwise required by Law, shall not use any Company Name and Marks (including in any Internet domain names or social media handle, tag or other identifier) other than for purposes of accurately describing the historical relationship of the Company with Seller Guarantor and its Affiliates; *provided*, that any such use shall not reasonably be expected to disparage or harm Buyer, the Company or any of their respective Affiliates, or any Company Name and Mark (including all goodwill therein) and shall not be made for purposes of marketing, promoting or selling any product or service.

6.7 Release. As a material inducement to Buyer to enter into this Agreement, effective as of the Closing, Seller Guarantor, on its own behalf and on behalf its Affiliates, agrees not to sue and fully releases and forever discharges the Company and its Subsidiaries and each of their respective directors, officers, employees, members, managers, equityholders, affiliates, agents, assigns and successors, past and present (collectively, the "Released Persons"), with respect to and from any and all Claims, demands, rights, liens, Contracts, covenants, Liabilities, debts, expenses (including reasonable attorneys' fees) and Losses of whatever kind or nature in law, equity or otherwise, whether now known or unknown, and whether or not concealed or hidden; *provided*, that nothing in this Section 6.7 shall prohibit Seller Guarantor and its Affiliates from enforcing Seller Guarantor's and its Affiliates' rights under this Agreement or any Transaction Document. It is the intention of Seller Guarantor that such release be effective as a bar to each and every demand and Claim hereinabove specified and in furtherance of such intention, Seller Guarantor or its own behalf and on behalf of its Affiliates, hereby expressly waives, effective as of the Closing, any and all rights and benefits conferred upon such Person by the provisions of applicable Law and expressly agrees that this release will be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected demands and Claims, if any, as those relating to any other demands and Claims hereinabove specified, but only to the extent such provision is applicable to releases such as this.

6.8 Record Retention. Buyer and the Company will retain in accordance with their document retention policies, until the seventh anniversary of the Closing Date, any books and records of the Company and its Subsidiaries relating to pre-Closing periods to the extent in the possession of the Company or any of its Subsidiaries as of Closing. After the Closing Date, upon reasonable written request and notice, Buyer and the Company will provide Seller with reasonable access during the Company's business hours to such pre-Closing books and records of the Company and its Subsidiaries solely to the extent reasonably necessary to prepare Tax Returns or financial statements, comply with Tax audits or applicable regulatory reporting obligations or assert or defend claims, in each case to the extent that such access and disclosure would not obligate Buyer, the Company or any of its Subsidiaries to take actions in violation of the Access Limitations.

6.9 Tail Insurance. Prior to the Closing, the Company shall obtain irrevocable and fully paid "tail" insurance policies with respect to directors and officers liability, pollution, EPL and fiduciary liability with respect to matters existing or occurring at or prior to the Closing Date for the period from the Closing Date and ending six years from the Closing Date, subject to limits and coverage that are reasonably available for companies of comparable size and scope. From and after the Closing, Buyer will not, and will cause the Company not to, cancel, waive, modify or change such insurance policies in any respect.

6.10 Insurance Coverage. From and after the Closing, Seller Guarantor shall, and shall cause its applicable Affiliates to, maintain the current and historical occurrence-based insurance policies insuring the Business, the Company and its Subsidiaries. Seller Guarantor further covenants and agrees to preserve and exercise or, as applicable, to cause its Affiliates to preserve and exercise any rights or claims of the Business, the Company and its Subsidiaries under or in respect of any past or current insurance policy relating to the Business or under which the Business, the Company or any of its Subsidiaries is insured. If the Company or any of its Subsidiaries suffers a casualty loss following the Closing related to a period prior to the Closing that is covered by insurance maintained by or for the benefit of Seller Guarantor or its Affiliates (other than insurance issued by Colchester), Seller Guarantor shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain any insurance proceeds payable in respect of such casualty loss from applicable third party insurance providers, and shall promptly remit, or shall cause to be remitted, such insurance proceeds to Buyer, net of any reasonable expenses incurred to obtain such insurance proceeds.

6.11 [***].

(a) No later than [***], Buyer shall deliver to Seller a statement prepared in good faith setting for the amount of [***], together with reasonable supporting detail (the "[***] Statement"). During the 30 days immediately following Buyer's delivery of the [***] Statement (the "[***] Statement Review Period"), Buyer shall provide Seller and its representatives reasonable access to the books and records of the Company and such information used by Buyer to prepare the [***] Statement as Seller may reasonably request, in each case subject to the Access Limitations, for the purpose of reviewing the [***] Statement.

(b) Unless Seller reasonably and in good faith delivers to Buyer, prior to the expiration of the [***] Statement Review Period, a written notice contesting any portion of the [***] Statement with reasonable supporting detail, the [***] Costs Statement shall be deemed final and binding upon the Parties upon expiration of such period, and Buyer and Seller shall, within 30 days thereafter, execute joint written instructions to the Escrow Agent directing the release of the amount of [***]set forth in the [***] Statement to Buyer by wire transfer of immediately available funds to an account designated in writing by Buyer.

(c) If Seller reasonably and in good faith contests any portion of the [***] Statement in accordance with Section 6.11(b), Buyer and Seller shall promptly thereafter execute joint written instructions to the Escrow Agent directing the release to Buyer of the uncontested amount of such [***] set forth in the [***]Statement, and shall resolve the contested portion in accordance with the procedures set forth in Section 2.3(d)(iii) and 2.3(d)(iv) for determining the Final Purchase Price.

(d) Within five Business Days of the final determination of the [***] pursuant to this Section 6.11, Buyer and Seller shall deliver joint written instructions to the Escrow Agent, directing the release of the following amounts from the [***] Escrow Fund, in each case, by wire transfer of immediately available funds, (i) to an account designated in writing by Buyer, the amount of the finally determined [***] Loss (less any prior releases of uncontested amounts pursuant to Section 6.11(c)), and (ii) to an account designated in writing by Seller, the amount, if any, by which the funds remaining in the [***] Escrow Fund following the release described in clause (i) exceeds such finally determined [***] .

6.12 R&W Insurance Policy.

(a) Buyer has purchased or will purchase, bind, execute and deliver an insurance policy for the benefit of Buyer for all Losses resulting from breach or inaccuracy of the representations and warranties contained in Article III, which insurance policy will contain customary terms and conditions. The insurer will agree expressly to waive any and all subrogation rights against Seller, Seller Guarantor, and their respective Affiliates (including each Excluded Entity) with respect to any claim made by Buyer under the R&W Insurance Policy. The insurer will expressly agree that Buyer will have no obligation to pursue any claim for Losses for breaches of representations and warranties against Seller, Seller Guarantor, and their respective Affiliates (including each Excluded Entity) in connection with any Losses incurred by Buyer, except in the event of Fraud.

(b) Buyer agrees that any and all fees, costs, expenses, Taxes and other amounts or payments incurred or payable with respect to, in connection with, or as a result of the negotiation, execution, delivery or issuance of the R&W Insurance Policy (including, among other things, the total premium, underwriting costs, brokerage and other commissions, fees and premium and other Taxes) shall, in each case, be borne, satisfied, discharged and paid solely and exclusively by Buyer and shall not be included or otherwise deemed or treated as being Seller Expenses.

(c) Buyer agrees to use commercially reasonable efforts to maintain the R&W Insurance Policy in full force and effect for the full policy period and not to terminate, cancel, amend, waive or otherwise modify the R&W Insurance Policy or any coverage thereunder in a manner that is materially adverse to Seller without the prior written consent of Seller.

6.13 Conduct of Business Prior to Closing. From the date hereof until the Closing, except as (a) otherwise provided in this Agreement, (b) expressly set forth in the Restructuring Documents, or (c) consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall, and shall cause the Company to, (i) conduct the Business in the Ordinary Course, and (ii) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of the Company and its Subsidiaries and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the

Company and its Subsidiaries. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall cause the Company and its Subsidiaries to:

(A) preserve and maintain all material Licenses;

(B) pay its debts, Taxes and other obligations when due;

(C) maintain the properties and assets owned, operated or used by the Company in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(D) preserve and maintain all Business IP;

(E) not sell, assign, transfer, abandon, allow to lapse or be cancelled, license, encumber, or otherwise dispose of any material assets or any Business IP or any other Intellectual Property Rights (including any domain names or social media handles) held by or under control of the Company or any of its Subsidiaries;

(F) continue all Insurance Policies in full force and effect without modification, except as required by applicable Law;

(G) defend and protect its properties and assets from infringement or usurpation;

(H) perform its obligations in all material respects under all Contracts relating to or affecting the Business;

(I) maintain its books and records in accordance with past practice;

(J) comply in all material respects with all applicable Laws;

(K) not change their accounting methodologies, practices, estimation techniques, assumptions or principles, except as required (i) by changes in GAAP, after the date of this Agreement or (ii) by changes in Law, after the date of this Agreement;

(L) not incur any Indebtedness for borrowed money or issue or sell any Equity or Equity Equivalents of the Company or any of its Subsidiaries;

(M) not terminate, modify or amend, or waive, release or assign any material rights or claims under, any Material Contract (or enter into any Contract or arrangement that would constitute a Material Contract if entered into prior to the date hereof), in each case other than (i) terminations of Contracts as a result of the expiration of the term of such Contracts, or (ii) renewals of Contracts in the Ordinary Course of Business on terms no less favorable to the Company and its Subsidiaries than the terms that exist as of the date hereof and that are terminable by the Company and its Subsidiaries upon no more than 60 days' notice, at no cost to the Company or its applicable Subsidiaries;

(N) not to declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other equity interests, property, rights or otherwise), or enter into any agreement with respect to the voting of the Company or any of its Subsidiaries; and

(O) not take or permit any action that would cause any of the changes, events or conditions described in Section 3.7 or in clauses (A) through (L) above.

6.14 Access to Information Prior to Closing. From the date hereof until the Closing, Seller shall, and shall cause the Company and its Subsidiaries to, (a) afford Buyer and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Contracts and other documents and data related to the Company and its Subsidiaries and, to the extent reasonably necessary to review the Restructuring and the Restructuring Documents, Seller and its other Affiliates; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Company and its Subsidiaries (and, to the extent reasonably necessary to review the Restructuring and the Restructuring Documents, Seller and its other Affiliates) as Buyer or any of its Representatives may reasonably request; (c) permit Buyer to meet with employees of the Company and its Subsidiaries and shall reasonably cooperate with Buyer in such process; and (d) instruct the Representatives of Seller and the Company and its Subsidiaries to cooperate with Buyer in its investigation of the Company and as otherwise permitted under this Section 6.14. Any investigation pursuant to this Section 6.14 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller or the Company and its Subsidiaries or their respective Affiliates.

6.15 No Solicitation of Other Bids. From the date hereof until the Closing:

(a) Except with respect to the Excluded Business and the Excluded Entities, Seller shall not, and shall not authorize or permit any of its Affiliates (including the Company and its Subsidiaries) or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal or permit any other Person on its behalf to or to take any action to encourage, solicit, initiate, facilitate or continue discussions or negotiations; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal (as defined below); or (iii) enter into any Contract or other instruments (whether or not binding) regarding an Acquisition Proposal with any Person (other than the Buyer and its Representatives). Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates (including the Company and its Subsidiaries) and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" shall mean, in one or more transactions, any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (X) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company or its Subsidiaries; (Y) the issuance or, direct or indirect acquisition, sale, purchase, license, transfer or pledge of shares of capital stock or other equity securities of the Company or its Subsidiaries; or (Z) the sale, lease, exchange or other disposition of any material assets or properties of the Company or its Subsidiaries (it being understood that any and all of the equity interests in the Subsidiaries and any single Repair Shop or Distribution Center shall be deemed to be a material asset of the Company).

(b) In addition to the other obligations under this Section 6.15, Seller shall promptly (and in any event within two Business Days after receipt thereof by Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same, and provide copies of any written documentation received.

(c) Seller agrees that the rights and remedies for noncompliance with this Section 6.15 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

6.16 Notice of Certain Events.

(a) From the date hereof until the Closing, Seller shall promptly (and in any event within three Business Days after knowledge thereof) notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article VII or Section 7.2 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; and

(iii) any Claim commenced or, to the Knowledge of Seller, threatened against, relating to or involving or otherwise affecting Seller or the Company that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.13 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information pursuant to this Section 6.16 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement the Schedules hereto.

6.17 Colchester Matters.

(a) Vermont Approval. As promptly as practicable and in any event no later than five Business Days following the date hereof, Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain and deliver to Buyer an irrevocable written approval from the Vermont Commissioner of Financial Regulation approving the change of control of Colchester and the transactions contemplated by this Agreement, and Buyer shall reasonably cooperate with Seller in connection with obtaining the approval from the Vermont Commission of Financial Regulation, including by providing information reasonably requested by the Vermont Commissioner of Financial Regulation regarding Buyer.

(b) A&R [***]. Prior to the Closing, Seller shall, and shall cause the Company and its applicable Subsidiaries to, amend and restate that certain [***], entered into by the Company or one of its Subsidiaries, on the one hand, and Colchester, on the other hand (as amended, the "[***]"), in form and substance reasonably satisfactory to Buyer, including that the [***] shall contain [***]. Seller shall provide Buyer with a reasonable opportunity to review and comment on such amendment and restatement prior to execution, and Seller shall consider in good faith and incorporate any reasonable comments provided by Buyer.

(c) [***]. If, prior to the Closing Date, Buyer requests in writing, Seller shall, and shall cause Colchester to, [***], including by delivering a [***] in accordance with the terms thereof, with such [***].

6.18 Restructuring.

(a) As soon as reasonably practicable following the date hereof and in any event on or prior to the Closing, Seller Guarantor shall complete in all material respects the Restructuring on or prior to the Closing in accordance with Exhibit B, the Restructuring Documents as consented to by Buyer in accordance with this Section 6.18, and in accordance with applicable Law. Seller Guarantor shall prepare, negotiate, execute and deliver the Restructuring Documents, in each case, in form and substance reasonably satisfactory to Buyer consistent with Exhibit B. Seller Guarantor shall keep Buyer reasonably informed regarding the status of the Restructuring and any developments from the date hereof until the Closing.

(b) Seller Guarantor and Buyer promptly shall cooperate in good faith to finalize the Restructuring Documents in a manner consistent with the transactions contemplated by this Agreement. Seller Guarantor shall provide Buyer with drafts of each Restructuring Document and each amendment, supplement or waiver thereto sufficiently in advance of the intended execution or filing date to afford Buyer a reasonable opportunity to review and comment. Buyer shall provide its comments within two Business Days after receipt (or such shorter period as may be reasonably required under the circumstances). Seller Guarantor shall consider in good faith any comments timely provided by Buyer and shall incorporate such comments to the extent reasonable, practical, and not inconsistent with Exhibit B.

(c) From and after the date of this Agreement, Seller Guarantor shall not, and shall cause its applicable Affiliates not to, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, (i) execute any Restructuring

Document, (ii) amend, modify, supplement, terminate or waive any provision of any Restructuring Document, (iii) enter into any additional agreement or document that would constitute a Restructuring Document, or (iv) take any action that would reasonably be expected to result in a deviation from the Restructuring contemplated by Exhibit B or any Restructuring Document previously approved by Buyer. Notwithstanding the foregoing, Buyer shall have no right to require revision or modification of, or to withhold, condition or delay its consent with respect to, or otherwise veto, (i) any provision of a Restructuring Document that is prescribed or required by[***], or (ii) any provision of a Restructuring Document that is required to comply with applicable Law; *provided* that Buyer and Seller Guarantor promptly shall determine in good faith and incorporate, with respect to the foregoing subsection (ii), the language necessary to satisfy such applicable Law and, with respect to the foregoing subsection (i), the language necessary to satisfy such [***]. Seller may, without Buyer's prior written consent, but with reasonable advance notice to Buyer, make any amendment, modification or supplement that is necessary to correct a scrivener's or drafting error, or required in compliance with the foregoing sentence, or determined on the advice of counsel to be required by applicable Law. In each case in determining whether to grant its consent, Buyer shall take into account that Seller Guarantor is providing the indemnification set forth in Section 5.2 with respect to the Restructuring (including the level of credit support therefor).

(d) Seller Guarantor shall promptly, and in no event later than two Business Days following its execution or filing pursuant to this Section 6.18, furnish Buyer with copies of all executed Restructuring Documents and any amendments, modifications, supplements or waivers thereto, together with evidence reasonably satisfactory to Buyer that each such document has been duly executed, delivered, filed or otherwise made effective in accordance with its terms and applicable Law.

(e) Seller Guarantor shall promptly, and in no event later than two Business Days after Seller Guarantor first becomes aware thereof, notify Buyer in writing of any issue, dispute, delay or circumstance of which Seller Guarantor becomes aware that would reasonably be expected to prevent or materially delay completion of the Restructuring or result in any departure from Exhibit B. The Parties shall cooperate in good faith to address any such matter in a manner consistent with the transactions contemplated by this Agreement, subject to the terms of this Section 6.18.

(f) Buyer shall not take any action, or fail to take any action, the primary purpose of which is to delay or impede the completion of the Restructuring. Buyer shall not be entitled to assert as a basis for refusing to consummate the Closing any failure of the Restructuring to be completed to the extent such failure results primarily from Buyer's breach of this Section 6.18 or its unreasonable withholding, conditioning or delaying of any consent, approval or cooperation required under this Section 6.18.

6.19 Data Room Copies. Within five Business Days following the date of this Agreement, Seller shall cause to be delivered to Buyer, four electronic copies of the Data Room as in effect as of 12:01 a.m., Eastern Time, on the date of this Agreement.

6.20 Replacement of Seller Credit Support.

(a) As promptly as reasonably practicable following the Closing, and in any event no later than 90 days following the Closing Buyer shall, at Buyer's sole cost and expense, use commercially reasonable efforts to obtain replacement letters of credit, surety bonds, insurance policies, guarantees, collateral placement or other credit support, or such other arrangements reasonably acceptable to the applicable beneficiary, sufficient to fully replace, individually and in the aggregate, all of the Seller Credit Support (other than the [***] Bond).

(b) From and after the Closing until the earlier of (i) the date that is 90 days following the Closing and (ii) the date on which all Seller Credit Support (other than the [***] Bond) has been replaced and Seller and its applicable Affiliates have received unconditional written releases from all obligations and contingent liabilities thereunder, Seller shall not, and shall cause its applicable Affiliates not to, cancel, amend, modify or permit the lapse of any Seller Credit Support without Buyer's prior written consent not to be unreasonably withheld, conditioned or delayed. Seller shall reasonably cooperate, at Buyer's sole cost and expense, with Buyer's efforts to replace the applicable Seller Credit Support, including by providing information and executing customary instruments reasonably requested by the applicable beneficiary or replacement credit support provider; *provided*, that neither Seller nor any of its Affiliates shall be required to incur any liability, extend any credit, provide any collateral or execute any new guarantee or reimbursement agreement, amend any existing facility or otherwise take any action that could reasonably be expected to increase its obligations.

(c) The obligations set forth in this Section 6.20 shall continue for the period described in Section 6.20(b) until every item of Seller Credit Support (other than the [***] Bond) has been terminated, cancelled or replaced and Seller and its applicable Affiliates have received unconditional written releases from all obligations and contingent liabilities thereunder.

(d) Buyer shall reimburse Seller within five Business Days for any amounts drawn under, paid pursuant to, or otherwise incurred in connection with the Seller Credit Support (other than the [***] Bond), together with reasonable and documented related costs and expenses.

(e) If Buyer fails to replace any Seller Credit Support (other than the [***] Bond) by the applicable deadline set forth in subsection (a) above, in addition to, and not in replacement of, any other remedy available to it, Seller may require Buyer, within five Business Days following written request therefor, to provide cash collateral, a replacement letter of credit issued by a nationally recognized financial institution, or other security reasonably satisfactory to Seller, in an amount equal to 100% of the maximum exposure under the applicable Seller Credit Support.

(f) Buyer shall indemnify, defend and hold harmless Seller and its Affiliates from and against any and all Liabilities and Losses, arising out of, relating to or resulting from the Post-Closing provision and maintenance of the Seller Credit Support (other than the [***] Bond) in accordance with this Section 6.20 by Seller and its Affiliates (other than as a result of any action willfully or negligently taken by of Seller or its Affiliates) and the breach of any of Buyer's or its Affiliate's obligations therewith.

(g) Until such time as the –[***] Litigation is fully and finally adjudicated, all amounts owing with respect thereto have been paid by the party owing such amounts, and Seller's indemnification obligation under Section 5.2(a)(viii) have been fully satisfied (or are no longer applicable due to final and non-appealable adjudication of the –[***] Litigation in favor of the Company or its applicable Subsidiary), Seller shall maintain in place (and supplement as may be required by any applicable third party or Government Entity) the [***] Bond.

6.21 Post-Closing Misdirected Payments.

(a) Following the Closing, if either Party or any of its Affiliates receives any cash, checks, wire transfers, refunds, credits, rebates or other funds that are the property of, or otherwise rightfully belong to, the other Party or any of its Affiliates under this Agreement or as a result of the transactions effected hereby, such receiving Party shall promptly (and in any event within ten Business Days after becoming aware thereof) remit or cause to be remitted such amounts to the Party entitled thereto. Pending such remittance, the receiving Party shall hold such amounts for the benefit of the entitled Party and shall not exercise dominion or control over such amounts except as reasonably necessary to effect the prompt transfer thereof.

(b) Following the Closing, if either Party or any of its Affiliates inadvertently pays any invoice, charge or other amount that is the responsibility of the other Party or any of its Affiliates solely as a result of administrative delay, transition of accounts, automatic payment arrangements, billing practices, delayed transfer of vendor accounts or other similar transition-related circumstances arising from the transactions contemplated by this Agreement (including utilities, property taxes, telecommunications services, insurance premiums, maintenance contracts and other recurring operating expenses), the paying Party shall promptly notify the other Party and provide reasonable supporting documentation. The Party responsible for such obligation shall promptly reimburse the paying Party for the amount so paid, and in any event within ten Business Days after receipt of such notice and supporting documentation.

(c) Without limiting the foregoing, nothing in this Section 6.21 shall (i) authorize either Party to knowingly or deliberately satisfy, prepay or assume any obligation of the other Party, (ii) require reimbursement for any payment knowingly or deliberately made on behalf of the other Party or their Affiliates, or (iii) alter the allocation of liabilities, obligations or expenses otherwise provided in this Agreement.

(d) Cooperation. Each Party shall reasonably cooperate with the other Party to identify, reconcile and resolve any matters arising under this Section 6.21, including by providing such records, invoices, payment confirmations and other information as may be reasonably requested. The rights and obligations set forth in this Section 6.21 are intended solely to facilitate the prompt correction of administrative errors occurring in connection with the transactions contemplated hereby or the sale of the Business following the Closing and shall not prejudice any Party's rights or remedies under this Agreement.

(e) Each Party's obligation to remit amounts or reimburse the other Party pursuant to this Section 6.21 shall be absolute and unconditional and shall not be subject to any right of setoff, recoupment, deduction, counterclaim or defense of any kind, whether arising under this Agreement, any Transaction Document or otherwise. Any claim that a Party may have against the other Party shall be asserted separately in accordance with the terms of this Agreement and shall not delay or reduce any payment required under this Section 6.21.

6.22 Certain Retained Leases; Post-Closing Cooperation and Cost Allocation.

(a) Notwithstanding anything in this Agreement, including Exhibit B, if any Lease intended to be assigned to LeaseCo set forth on Schedule 6.22(a) (which schedule may be supplemented by Seller following the date hereof and prior to the Closing Date to add no more than ten additional Leases) cannot be assigned as of the Closing (each, a "Retained Lease") because a required landlord consent has not been obtained, such assignment would violate applicable Law or the applicable Lease, or Buyer and Seller Guarantor mutually determine that assignment should occur after Closing, such Retained Lease shall remain in the name of the Company or one of its Subsidiaries until assigned pursuant to this Section 6.22. The failure, in and of itself, to complete any such assignment of a Retained Lease prior to Closing shall not constitute a breach of this Agreement or a failure of any condition to Closing. During the period from the Closing until such Retained Lease is validly and fully assigned to LeaseCo in accordance with this Section 6.22, Buyer, the Company and their respective Subsidiaries, assigns and sublessees shall be solely entitled to occupy and use the premises subject to such Retained Lease consistent with the terms of such Retained Lease.

(b) Following Closing, Buyer and Seller Guarantor shall, and shall cause their respective Affiliates (including the Company), to cooperate in good faith and use commercially reasonable efforts to obtain all landlord consents and complete the assignment of each Retained Lease to LeaseCo, as promptly as reasonably practicable. Seller Guarantor shall cause its applicable Affiliates (including LeaseCo) and Buyer shall cause the Company and its applicable Subsidiaries to, timely execute all landlord forms and provide such financial and operational information reasonably requested by landlords; *provided*, that neither Seller Guarantor, Buyer, the Company nor any of their respective Subsidiaries shall be required to pay additional consideration (except for any consideration that may be payable in accordance with the applicable Lease, which shall be the sole responsibility of Seller Guarantor) or accept materially adverse amendments to the applicable Retained Lease, or take any action that would reasonably be expected to impair Buyer's, the Company's or their respective Subsidiaries' rights under such Retained Lease, Lease corresponding to a Closed Leased Location or this Section 6.22.

(c) Seller Guarantor may use commercially reasonable efforts to identify a subtenant for any Retained Lease; *provided*, that (i) any proposed subtenant and the terms and conditions of any proposed sublease shall be subject to Buyer's prior written approval, not to be unreasonably withheld, conditioned or delayed, and (ii) no sublease shall be executed, delivered or become effective unless and until Buyer has approved the subtenant and the sublease in writing. For the avoidance of doubt, Buyer may consider any factor a reasonable commercial landlord would consider in evaluating a proposed subtenant, including creditworthiness, intended use, operating history and compatibility with the premises underlying the Retained Lease.

(d) From and after the Closing and continuing for the entire remaining term of each Retained Lease (including any renewal and any option term that Seller Guarantor would have been obligated to exercise had the applicable prime lease been assigned to LeaseCo and the underlying premises subleased back to the Company pursuant to an applicable New Sublease Agreement), Seller Guarantor shall pay to Buyer, no later than five Business Days prior to each date on which any installment of rent becomes due and payable, an amount equal to the full amount of such rent and other charges becoming due on such date, other than (i) any amounts that would have been due by the Company or its applicable Subsidiary to LeaseCo under a New Sublease Agreement had the applicable prime lease been assigned to LeaseCo and the underlying premises subleased back to the Company pursuant to an applicable New Sublease Agreement and (ii) the amount of rent received by the Company or its applicable Subsidiary from a tenant under a Retail Lease for a portion of such Real Property. Seller Guarantor's obligation to make such payments shall be absolute and unconditional and shall not be subject to any setoff, counterclaim, defense or deduction.

(e) Seller Guarantor's obligation to pay rent and other charges pursuant to clause (d) shall terminate with respect to a Retained Lease solely upon the occurrence of one of the following: (i) such Retained Lease has been validly and fully assigned to LeaseCo or another Affiliate of Seller Guarantor and the Company and its Subsidiaries have been fully and unconditionally released from all obligations and liabilities thereunder; or (ii) a subtenant approved by Buyer in writing in accordance with Section 6.22(c) has assumed occupancy and entered into a sublease with the Company or its applicable Subsidiary to occupy all space in the applicable property that is not utilized for the applicable Repair Shop; *provided*, that Seller Guarantor's payment obligations under Section 6.22(d) shall be relieved only for the duration of such sublease and upon the expiration or earlier termination of any such sublease (or any default by the subtenant in its payment obligations thereunder), Seller Guarantor's payment obligations under Section 6.22(d) shall automatically resume.

(f) Neither Party shall unreasonably withhold, condition or delay its cooperation under this Section 6.22; provided, that nothing in this Section 6.22 shall limit, waive or otherwise modify Buyer's approval rights with respect to any proposed subtenant or sublease.

6.23 Seller Cooperation. Prior to the Closing, and without limitation to Buyer's rights pursuant to Section 6.14, Seller Guarantor shall use reasonable best efforts to, and shall cause its Subsidiaries to use reasonable best efforts to, and use its reasonable best efforts to, deliver to Buyer (a) the unaudited consolidated balance sheet, statement of income, and statement of cash flows of the Company, as of June 30, 2026, as promptly as practicable and in no event later than 45 days after the end of such quarter.

6.24 Contractual Matters.

(a) From and after the date of this Agreement and until the Closing, Seller Guarantor shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain and deliver to Buyer, as promptly as practicable and in any event no later than the Closing Date, written consents from the applicable counterparties for any Contract to which the Company or any of its Subsidiaries is a party, which contains any restriction, termination right or other adverse term, in connection with a change of control of the Company or its applicable Subsidiaries, solely to the extent Buyer requests in writing for Seller Guarantor to pursue such consent, or otherwise in connection with the transactions contemplated hereby.

(b) With respect to the Material Contract listed as the [***] contract on Schedule 3.10, including any subcontract thereof, including that certain [***], by and between [***] and The Pep Boys – Manny, Moe & Jack, dated [***], the Parties will cooperate from and after the date of this Agreement until the Closing to terminate such Material Contract (and all statements of work and ancillary documents related thereto). If the counterparty requires a fee or other financial concession for such termination, as between Buyer and Seller, Buyer shall be responsible for such fee, subject to Buyer's reasonable approval. If no such termination is available or Buyer does not approve a required fee, the applicable Material Contract will remain in place.

(c) Prior to the Closing, the Seller shall ensure that all fees, costs and expenses payable by the Company and its Subsidiaries in connection with Contracts with [***] and its Affiliates are paid in full and any such amounts remaining unpaid as of immediately prior to the Closing shall be accrued as a current liability in the calculation of Net Working Capital.

6.25 No Impairment. For so long as Buyer Guarantor or Seller Guarantor shall have ongoing obligations hereunder or under the terms of any applicable Transaction Document, neither Buyer Guarantor nor Seller Guarantor shall directly or indirectly, take any action, by amendment of such Person's organizational documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of equity interests or securities, or any other voluntary action, with the intention of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed under this Agreement or any other Transaction Documents.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions to Obligations of the Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following condition:

(a) No Government Entity shall have enacted, issued, promulgated, enforced or entered any Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

7.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The (i) Fundamental Representations shall be true and correct in all respects at and as of the date of this Agreement and as of the Closing as though made at Closing (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date), and (ii) all other representations and warranties contained in Article III (except for the Fundamental Representations) shall be true and correct in all respects (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation contained in this Agreement) at and as of the date of this Agreement and as of the Closing as though made at Closing (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date), except where failure would not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller shall have received all consents, authorizations, Orders and approvals from the Government Entities referred to in Section 3.2(b) of the Schedules, including the prior written approval of the Vermont Commissioner of Financial Regulation approving the change of control of Colchester, in form and substance reasonably satisfactory to Buyer, which is not subject to any qualifications, limitations or conditions that are adverse to Buyer, the Company or any of their respective Subsidiaries, and no such consent, authorization, Order and approval shall have been revoked.

(c) Seller shall have duly performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it prior to or on the Closing Date; *provided*, that, with respect to agreements and covenants that are qualified by materiality, Seller shall have performed such agreements and covenants, as so qualified, in all respects.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(e) The other Transaction Documents, including the Escrow Agreement and the Transition Services Agreement, shall have been executed and delivered by the parties thereto (other than Buyer) and true and complete copies thereof shall have been delivered to Buyer.

(f) Seller shall have delivered resignations effective as of the Closing Date of all of the Company's and its Subsidiaries' officers and directors (or equivalent member of a governing body) (in each case, in form and substance reasonably satisfactory to Buyer).

(g) Seller shall have delivered duly executed payoff letters and UCC-3 termination statements and other terminations, pay-offs or releases (including Intellectual Property Rights security interest releases in form and substance necessary for recordation in the United States Patent and Trademark Office, United States Copyright Office, or any other similar domestic or foreign office, department, or agency), evidencing the satisfaction in full of all outstanding Indebtedness of the Company and its Subsidiaries and the release of all Liens relating thereto (in each case, in form and substance reasonably satisfactory to Buyer), except with respect to the Tax Liens listed on Schedule 1.1(d), if not released prior to the Closing.

(h) Seller shall have delivered evidence of the termination of all Affiliate Agreements and Affiliate Transactions (other than in connection with the Seller Credit Support, the Restructuring Documents or otherwise as set forth on Schedule 7.2(h)), with no surviving obligations, Liabilities or commitments of the Company or any of its Subsidiaries to Seller Guarantor or any of its Affiliates (in each case, in form and substance reasonably satisfactory to Buyer).

(i) Seller shall have delivered to Buyer evidence of consummation of the Restructuring in all respects in accordance with Exhibit B, Section 6.18 and the Restructuring Documents.

(j) Seller shall have delivered a properly completed and duly executed IRS Form W-9 of Seller (or, if Seller is a disregarded entity for U.S. federal income tax purposes, Seller's regarded owner for U.S. federal income tax purposes) certifying that Seller (or Seller's regarded owner for U.S. federal income tax purposes) is not subject to backup withholding.

(k) Seller shall have delivered each of the Lease Amendment Agreements, substantially in the form attached hereto as Exhibit I-2(a) containing those applicable terms described in the definition of "Lease Amendment Agreement" hereof, and the New Sublease Agreements, substantially in the form attached hereto as Exhibit L-2(a), Exhibit L-2(b) or Exhibit L-2(c), as applicable, containing those applicable terms described in the definition of "New Sublease Agreement" hereof, in each case, duly executed by LeaseCo and the Company or one of its Subsidiaries.

(l) Seller shall have delivered duly executed estoppel certificates from not less than [***]% of the applicable landlords under each of the Leases (in each case, in form and substance reasonably satisfactory to Buyer and otherwise in accordance with the provisions of Section 6.5(d)), which [***]% shall include estoppel certificate for those locations listed on Schedule 7.2(l),

(m) Seller shall have delivered duly executed consents from the applicable landlords under each of the Leases for those locations listed on Schedule 7.2(m) (in form and substance reasonably satisfactory to Buyer and otherwise in accordance with the provisions of Section 6.5(e));

(n) At least five Business Days before Closing, Seller shall have delivered the Preliminary Closing Statement, including the Estimated Cash and Cash Equivalents, the Estimated Net Working Capital Adjustment, the Estimated Closing Indebtedness, the Estimated Unpaid Seller Expenses, the Estimated Unpaid Income Taxes, and the calculation of the Estimated Purchase Price pursuant to Section 2.3(a).

(o) Seller shall have delivered, certificate(s) representing all of the Company Shares, duly endorsed in blank or accompanied by stock powers or other proper instruments of assignment endorsed in blank in proper form for transfer (in form and substance reasonably satisfactory to Buyer).

(p) Seller shall have delivered evidence of termination of the Tax sharing agreements described in Section 6.1(d) (in form and substance reasonably satisfactory to Buyer).

(q) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of Directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(r) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying the names and signatures of the Persons of Seller authorized to sign this Agreement, the other Transaction Documents to which it is a party, and the other documents to be delivered hereunder and thereunder.

(s) Seller shall have delivered an executed certificate in form and substance reasonably acceptable to Buyer and executed by an authorized officer of Seller that each of the conditions set forth in Section 7.2(a), Section 7.2(c) and Section 7.2(d) has been satisfied.

(t) Seller shall have delivered four electronic copies of the Data Room as in effect as of 12:01 a.m., Eastern Time, on the Closing Date.

(u) From the date of this Agreement, there shall not have occurred (and no event, circumstance or condition shall have arisen that, with or without notice, lapse of time or both, would reasonably be expected to result in) a Lease Default Event with respect to [***] or more of the Leases.

(v) Seller shall have delivered to Buyer true, correct and complete copies of the fully executed amendment and restatement of the Colchester Note, together with such other evidence as Buyer may reasonably request confirming that such amendment and restatement has become effective in accordance with its terms (in each case, in form and substance reasonably satisfactory to Buyer).

(w) Seller shall have delivered evidence of the termination of the Leases set forth on Exhibit I-1 to this Agreement indicating a term length of zero years with no further Liability to the Company or any of its Subsidiaries (in form and substance reasonably satisfactory to Buyer).

(x) With respect to any Repair Shop with respect to which, prior to the Closing Date, Seller Guarantor or any of its Affiliates has entered into a definitive agreement to purchase the underlying real property or has purchased the underlying real property, if Buyer elects in its sole discretion, Seller shall have delivered a duly executed new lease in a form consistent with the Leases for which an Affiliate of Seller is the landlord, as modified by the form of Lease Amendment Agreement (including [***] duration), containing the rent due under the existing lease for the applicable site and the other specific terms applicable to such property (e.g., super center or service center and, if a super center, separately demised or not).

(y) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

7.3 Conditions to Obligations of Seller.

(a) The representations and warranties contained in Article IV shall be true and correct at Closing as though made at Closing (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects), except where failure would not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller shall have received all consents, authorizations, Orders and approvals from the Government Entities referred to in Section 4.2(b) of the Schedules, in form and substance reasonably satisfactory to Seller, and no such consent, authorization, Order and approval shall have been revoked.

(c) Buyer shall have duly performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it prior to or on the Closing Date; *provided*, that, with respect to agreements and covenants that are qualified by materiality, Buyer shall have performed such agreements and covenants, as so qualified, in all respects.

(d) Buyer shall deliver, or cause the delivery, to Seller the Payment of the Estimated Purchase Price and the other amounts specified in Section 2.3(b) in accordance with the provisions set forth in Section 2.3(b).

(e) Buyer shall provide evidence of the fully bound R&W Insurance Policy.

(f) The other Transaction Documents, including the Escrow Agreement and the Transition Services Agreement, shall have been executed and delivered by the parties thereto (other than Seller and its Affiliates (including the Company and its Subsidiaries) and any other party to any Restructuring Document) and true and complete copies thereof shall have been delivered to Seller.

(g) an executed certificate in form and substance reasonably acceptable to Seller and executed by an authorized officer of Buyer that each of the conditions set forth in Section 7.3(a) and 7.3(c) has been satisfied.

(h) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VIII
Termination

8.1 Termination. This Agreement only may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Buyer by written notice to Seller if Buyer is not then in material breach of any provision of this Agreement and (i) there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions to the obligations of Buyer specified in Article VII and such breach, inaccuracy or failure has not been cured by Seller within

15 days of Seller's receipt of such written notice of breach from Buyer, and in any event prior to the Outside Date, (ii) Seller fails to consummate the Closing within five Business Days following the date the Closing was required to occur pursuant to this Agreement and Buyer was ready, willing and able to consummate the Closing, or (iii) Seller repudiates this Agreement (and does not legally retract such repudiation); *provided*, that a valid termination of this Agreement by Seller pursuant to Section 8.1 or any other communications regarding such a termination or any other discussion regarding the transactions contemplated hereby that does not legally constitute a repudiation of this Agreement in violation of its terms, shall not be deemed a repudiation of this Agreement;

(c) by Seller by written notice to Buyer if Seller is not then in material breach of any provision of this Agreement and (i) there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions to the obligations of Seller specified in Article VII and such breach, inaccuracy or failure has not been cured by Buyer within 15 days of Buyer's receipt of written notice of such breach from Seller, and in any event prior to the Outside Date, (ii) Buyer fails to consummate the Closing within five Business Days following the date the Closing was required to occur pursuant to this Agreement and Seller was ready, willing and able to consummate the Closing, or (iii) Buyer repudiates this Agreement (and does not legally retract such repudiation); *provided*, that a valid termination of this Agreement by Buyer pursuant to Section 8.1 or any other communications regarding such a termination or any other discussion regarding the transactions contemplated hereby that does not legally constitute a repudiation of this Agreement in violation of its terms, shall not be deemed a repudiation of this Agreement;

(d) by Buyer or Seller by written notice to the other, if the Closing does not occur by the Outside Date; *provided,* that the right to terminate this Agreement under this Section 8.1(d) shall not be available to any party whose breach of a representation, warranty, covenant or agreement under this Agreement has been the primary cause of or resulted in the failure of the Closing to occur on or before such date; or

(e) by Buyer or Seller by written notice to the other, if (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Government Entity shall have issued a final and non-appealable Order restraining or enjoining the transactions contemplated by this Agreement, and such Order shall have become final and non-appealable.

8.2 Effect of Termination.

(a) In the event of the termination of this Agreement:

(i) in accordance with Section 8.1(a), Section 8.1(b), Section 8.1(d) or Section 8.1(e), this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, except as provided in Section 8.2(b); or

(ii) if Seller has a right to, and does, validly terminate this Agreement pursuant to Section 8.1(c), Buyer shall, within one Business Day following Seller's written demand therefor, pay to Seller a reverse termination fee by wire transfer of immediately available funds in an amount of $[***] (the "Reverse Termination Fee") as full, complete and final settlement of all claims arising from Buyer's failure to consummate the transactions contemplated by this Agreement. Seller's receipt of the Reverse Termination Fee shall be the sole and exclusive remedy of Seller against Buyer for any Loss relating to or arising from this Agreement or the transactions contemplated hereunder. Upon receipt of the Reverse Termination Fee by Seller, this Agreement shall forthwith become void and none of Buyer or any of its Affiliates (including Buyer Guarantor) shall have any liability to Seller or any of its Affiliates arising out of or relating to this Agreement, the transactions contemplated hereby or the termination hereof.

(b) Notwithstanding anything herein to the contrary, (i) no termination of this Agreement shall relieve any Party of any liability for damages to the other Parties hereto resulting from any willful and material breach of this Agreement, except as provided in Section 8.2(a)(ii), and (ii) this Section 8.2, Article IX and the Confidentiality Agreement shall survive termination of this Agreement.

ARTICLE IX
Miscellaneous

9.1 Fees and Expenses. Except as otherwise provided in this Agreement, (a) Buyer shall pay all costs and expenses incurred by Buyer in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement, whether or not the transactions contemplated by this Agreement are consummated, and (b) Seller shall pay at or prior to the Closing all costs and expenses incurred by the Company or its Subsidiaries or Seller in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement or the other Transaction Documents (including, for the avoidance of doubt, all Seller Expenses), whether or not the transactions contemplated by this Agreement are consummated.

9.2 Seller Guaranty.

(a) In consideration of Buyer agreeing to enter into this Agreement, and in acknowledgment of the substantial and direct benefits that Seller Guarantor will derive from Seller's performance under this Agreement, Seller Guarantor hereby unconditionally and irrevocably guarantees (the "Seller Guaranty") to Buyer, the payment and performance of all obligations of Seller in this Agreement (the "Seller Guaranteed Obligations") when and to the extent that Seller Guaranteed Obligation shall become due and payable, subject to the limitations set forth in this Agreement.

(b) If and whenever Seller defaults for any reason in the performance of any of the Seller Guaranteed Obligations, Seller Guarantor shall immediately upon demand from Buyer unconditionally perform (or procure performance of) and satisfy (or procure satisfaction of) such Seller Guaranteed Obligation in the manner prescribed by this Agreement and so that the same benefits shall be conferred on Buyer and its Affiliates as would have been received if such Seller Guaranteed Obligation had been duly performed and satisfied by Seller.

(c) This Seller Guaranty is an irrevocable, absolute, unconditional and continuing guarantee and shall remain in force until all the Seller Guaranteed Obligations have been performed or satisfied in full. This Seller Guaranty is in addition to, without limitation to and not in substitution for, any rights or security that Buyer and its Affiliates may now or after the date hereof have or hold for the performance and observance of the Seller Guaranteed Obligations.

(d) A separate Claim or separate Claims under this Seller Guaranty may be brought and prosecuted against Seller Guarantor whether or not any Claim is brought or prosecuted against Seller or any other Person or whether Seller or any other Person is joined in any such Claim or Claims. Any circumstance which operates to toll any statute of limitations applicable to Seller or Buyer shall also operate to toll the statute of limitations applicable to Seller Guarantor. This Seller Guaranty is an unconditional guaranty of payment and not of collection.

(e) Seller Guarantor hereby waives the right to require Buyer to proceed against Seller or any other Person liable on the Seller Guaranteed Obligations or to pursue any other remedy in Buyer's power whatsoever, and Seller Guarantor waives the right to have the proceeds of property of Seller or any other Person liable on the Seller Guaranteed Obligations first applied to the discharge of the Seller Guaranteed Obligations. Seller Guarantor hereby waives, to the fullest extent permitted by Law, all rights and benefits under any applicable Law purporting to reduce a guarantor's obligations in proportion to the obligation of the principal. When making any demand on Seller Guarantor under this Seller Guaranty with respect to the Seller Guaranteed Obligations, Buyer may, but shall be under no obligation to, make a similar demand on Seller, and any failure by Buyer to make any such demand or to collect any payments from Seller shall not relieve Seller Guarantor of its obligations or Liabilities under this Seller Guaranty. Buyer may, at its election, exercise any right or remedy it may have against Seller or any other Person without affecting or impairing in any way the Liability of Seller Guarantor under this Seller Guaranty, except to the extent the Seller Guaranteed Obligations have been paid, and Seller Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other right or remedy of Seller Guarantor against Seller, whether resulting from such election by Buyer or otherwise. Seller Guarantor hereby waives any defense based upon or arising by reason of: (i) any lack of authority of any officer, director or any other Person acting or purporting to act on behalf of Seller, or any defect in the formation of Seller; (ii) any act or omission by Seller which directly or indirectly results in or aids the discharge of Seller of any Seller Guaranteed Obligations by operation of law or otherwise; (iii) any default, failure, or delay, willful or otherwise, in the performance of the Seller Guaranteed Obligations; (iv) any modification of the Seller Guaranteed Obligations, in any form whatsoever, including the renewal, extension, acceleration or other change in time for payment or performance of the Seller Guaranteed Obligations, any waiver or modification of conditions precedent or any other change in the terms of the Seller Guaranteed Obligations or any part thereof; (v) the value, genuineness, irregularity, illegality, invalidity or enforceability of the Seller Guaranteed Obligations, this Agreement or any other agreement or instrument referred to in this Agreement; (vi) any change in ownership of Seller or Seller Guarantor or the dissolution, liquidation, winding-up, restructuring, bankruptcy or other change in the corporate existence of Seller or Seller Guarantor; (vii) any other circumstances that might otherwise constitute a legal or equitable discharge of a surety or guarantor; (viii) the existence of any Claim, set-off or other right that Seller Guarantor may have at any time against Buyer, Seller, any of their Affiliates or the Business, whether in connection with any Seller Guaranteed Obligation or otherwise; (ix) the adequacy of any other means Buyer may have of obtaining repayment of any of the Seller Guaranteed Obligations; or (x) the addition, substitution or release of any Person now or hereafter liable with respect to the Seller Guaranteed Obligations or otherwise interested in the transactions contemplated by this Agreement or any Transaction Documents.

(f) Seller Guarantor hereby waives all presentments, demands for performance, notices of nonperformance or default, protests, notices of protest, notices of dishonor and notices of acceptance of this Seller Guaranty and of the existence, creation or incurring of new or additional obligations with respect to the Seller Guaranteed Obligations. Seller Guarantor assumes the responsibility for being and keeping itself informed of the financial condition of Seller and of all other circumstances bearing upon the risk of nonpayment or nonperformance by Seller of the Seller Guaranteed Obligations which diligent inquiry would reveal, represents that it has adequate means of obtaining such financial information from Seller on a continuing basis, and agrees that Buyer shall have no duty to advise Seller Guarantor of information known to it regarding such condition or any such circumstances. Seller Guarantor hereby waives notice of any action taken or omitted by Buyer in reliance hereon, any requirement that Buyer be diligent and prompt in making demands hereunder, notice of any waiver or amendment of any terms and conditions of this Agreement or any Transaction Documents, notice of any default by Seller or the assertion of any right of Buyer under this Agreement, and any right to plead or assert any election of remedies in any Claim to enforce this Seller Guaranty with respect to the Seller Guaranteed Obligations.

(g) This Seller Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any or all of the Seller Guaranteed Obligations is rescinded or must otherwise be restored or returned by Buyer upon the insolvency, bankruptcy or reorganization of Seller. Notwithstanding any modification, discharge or extension of the Seller Guaranteed Obligations or any amendment, waiver, modification, stay or cure of Buyer’s rights which may occur in any bankruptcy or reorganization case or proceeding concerning Seller, whether permanent or temporary, and whether or not assented to by Buyer, Seller Guarantor hereby agrees that it shall be obligated hereunder to pay and perform the Seller Guaranteed Obligations and discharge its other obligations in accordance with the terms of the Seller Guaranteed Obligations as set forth in this Seller Guaranty in effect on the date of this Agreement. Seller Guarantor understands and acknowledges that by virtue of this Seller Guaranty, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Seller.

(h) Seller Guarantor is duly organized, validly existing and in good standing under the Laws of the state of Delaware. Seller Guarantor possesses full power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted and as contemplated to be conducted immediately after the Closing.

(i) Seller Guarantor possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which Seller Guarantor is a party, and to consummate the transactions contemplated hereby and thereby, in accordance with the terms of this Agreement and the other Transaction Documents. No other corporate action on the part of Seller Guarantor is necessary to authorize the execution, delivery and performance of this

Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby and thereby. Each Transaction Document to which Seller Guarantor is or will be a party has been, or upon execution will be, duly and validly executed and delivered by such party, and constitutes, or upon its execution and delivery will constitute (in each case, assuming due execution and delivery by each other party thereto), a valid and legally binding obligation of Seller Guarantor, enforceable against Seller Guarantor in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

(j) No filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Seller Guarantor for the execution, delivery and performance by Seller Guarantor of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Neither the execution, delivery or performance by Seller Guarantor of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach, violation or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Person the right to modify, cancel, terminate, suspend, revoke or accelerate or increase any obligation under, (v) result in a violation of, or (vi) give rise to a loss of benefit under (A) the certificate of incorporation or bylaws (or other comparable organizational documents) of Seller Guarantor, (B) any Law or Order to which Seller Guarantor or any of its respective properties or assets is subject or bound, or (C) any material Contract to which Seller Guarantor is a party or by which its properties, rights or assets is subject or bound or any Material Contract, except in the case of clauses (B) and (C), for breaches, violations, infringements or Liens that would not be expected to (1) prevent, hinder or materially delay any of the transactions completed by this Agreement, or (2) materially impair the ability of Seller Guarantor to perform its obligations under this Agreement and the other Transaction Documents.

(k) Seller Guarantor warrants and agrees that each of the waivers set forth in this Section 9.2 is made with Seller Guarantor's full knowledge of its significance and consequences and made after the opportunity to consult with counsel of its own choosing, and that under the circumstances, the waivers are reasonable and not contrary to public policy or Law. If any of said waivers are determined to be contrary to any applicable Law or public policy, such waiver shall be effective only to the extent permitted by Law.

(l) Seller Guarantor shall have no obligations under this Agreement or the other Transaction Documents with respect to Seller or the transactions contemplated hereby or thereby, except as set forth in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, in connection with the Seller Guaranteed Obligations, Seller Guarantor shall be entitled to defenses available to Seller solely to the extent such defenses constitute rights and limitations of Seller expressly contemplated and set forth in this Agreement.

(m) The Seller Guaranty shall remain in full force and effect and shall be binding on Seller Guarantor until Seller has satisfied the Seller Guaranteed Obligations, and after such occurrence, the Seller Guaranty shall automatically terminate, shall have no further force and effect, and shall no longer be binding on Seller Guarantor.

(n) Nothing in this Section 9.2 is intended or shall be construed to confer upon or give any Person other than Buyer and its permitted assigns, any rights or remedies under this Section 9.2.

(o) Notwithstanding anything herein to the contrary, the obligations of Seller Guarantor shall be coextensive with, and shall not exceed, the obligations of Seller under this Agreement, and Seller Guarantor shall be entitled to the benefit of all limitations on liability, defenses, survival periods, thresholds, baskets, caps, exclusions and other protections available to Seller under this Agreement, and in no event shall the aggregate liability of Seller Guarantor exceed the aggregate liability of Seller under this Agreement.

9.3 Buyer Guaranty.

(a) In consideration of Seller agreeing to enter into this Agreement, and in acknowledgment of the substantial and direct benefits that Buyer Guarantor will derive from Buyer's performance under this Agreement, Buyer Guarantor hereby unconditionally and irrevocably guarantees (the "Buyer Guaranty") to Seller, the payment and performance of all obligations of Buyer in this Agreement (the "Buyer Guaranteed Obligation") when and to the extent that Buyer Guaranteed Obligation shall become due and payable, subject to the limitations set forth in this Agreement.

(b) If and whenever Buyer defaults for any reason in the performance of any of the Buyer Guaranteed Obligations, Buyer Guarantor shall immediately upon demand from Seller unconditionally perform (or procure performance of) and satisfy (or procure satisfaction of) such Buyer Guaranteed Obligation in the manner prescribed by this Agreement and so that the same benefits shall be conferred on Seller and its Affiliates as would have been received if such Buyer Guaranteed Obligation had been duly performed and satisfied by Buyer.

(c) This Buyer Guaranty is an irrevocable, absolute, unconditional and continuing guarantee and shall remain in force until all the Buyer Guaranteed Obligations have been performed or satisfied in full. This Buyer Guaranty is in addition to, without limitation to and not in substitution for, any rights or security that Seller and its Affiliates may now or after the date hereof have or hold for the performance and observance of the Buyer Guaranteed Obligations.

(d) A separate Claim or separate Claims under this Buyer Guaranty may be brought and prosecuted against Buyer Guarantor whether or not any Claim is brought or prosecuted against Buyer or any other Person or whether Buyer or any other Person is joined in any such Claim or Claims. Any circumstance which operates to toll any statute of limitations applicable to Buyer or Seller shall also operate to toll the statute of limitations applicable to Buyer Guarantor. This Buyer Guaranty is an unconditional guaranty of payment and not of collection.

(e) Buyer Guarantor hereby waives the right to require Seller to proceed against Buyer or any other Person liable on the Buyer Guaranteed Obligations or to pursue any other remedy in Seller's power whatsoever, and Buyer Guarantor waives the right to have the proceeds of property of Buyer or any other Person liable on the Buyer Guaranteed Obligations first applied to the discharge of the Buyer Guaranteed Obligations. Buyer Guarantor hereby waives, to the fullest extent permitted by Law, all rights and benefits under any applicable Law purporting to reduce a guarantor's obligations in proportion to the obligation of the principal. When making any demand on Buyer Guarantor under this Buyer Guaranty with respect to the Buyer Guaranteed Obligations, Seller may, but shall be under no obligation to, make a similar demand on Buyer, and any failure by Seller to make any such demand or to collect any payments from Buyer shall not relieve Buyer Guarantor of its obligations or Liabilities under this Buyer Guaranty. Seller may, at its election, exercise any right or remedy it may have against Buyer or any other Person without affecting or impairing in any way the Liability of Buyer Guarantor under this Buyer Guaranty, except to the extent the Buyer Guaranteed Obligations have been paid, and Buyer Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other right or remedy of Buyer Guarantor against Buyer, whether resulting from such election by Seller or otherwise. Buyer Guarantor hereby waives any defense based upon or arising by reason of: (i) any lack of authority of any officer, director or any other Person acting or purporting to act on behalf of Buyer, or any defect in the formation of Buyer; (ii) any act or omission by Buyer which directly or indirectly results in or aids the discharge of Buyer of any Buyer Guaranteed Obligations by operation of law or otherwise; (iii) any default, failure, or delay, willful or otherwise, in the performance of the Buyer Guaranteed Obligations; (iv) any modification of the Buyer Guaranteed Obligations, in any form whatsoever, including the renewal, extension, acceleration or other change in time for payment or performance of the Buyer Guaranteed Obligations, any waiver or modification of conditions precedent or any other change in the terms of the Buyer Guaranteed Obligations or any part thereof; (v) the value, genuineness, irregularity, illegality, invalidity or enforceability of the Buyer Guaranteed Obligations, this Agreement or any other agreement or instrument referred to in this Agreement; (vi) any change in ownership of Buyer or Buyer Guarantor or the dissolution, liquidation, winding-up, restructuring, bankruptcy or other change in the corporate existence of Buyer or Buyer Guarantor; (vii) any other circumstances that might otherwise constitute a legal or equitable discharge of a surety or guarantor; (viii) the existence of any Claim, set-off or other right that Buyer Guarantor may have at any time against Seller, Buyer, any of their Affiliates or the Excluded Business, whether in connection with any Buyer Guaranteed Obligation or otherwise; (ix) the adequacy of any other means Seller may have of obtaining repayment of any of the Buyer Guaranteed Obligations; or (x) the addition, substitution or release of any Person now or hereafter liable with respect to the Buyer Guaranteed Obligations or otherwise interested in the transactions contemplated by this Agreement or any Transaction Documents.

(f) Buyer Guarantor hereby waives all presentments, demands for performance, notices of nonperformance or default, protests, notices of protest, notices of dishonor and notices of acceptance of this Buyer Guaranty and of the existence, creation or incurring of new or additional obligations with respect to the Buyer Guaranteed Obligations. Buyer Guarantor assumes the responsibility for being and keeping itself informed of the financial condition of Buyer and of all other circumstances bearing upon the risk of nonpayment or nonperformance by Buyer of the Buyer Guaranteed Obligations which diligent inquiry would reveal, represents that it has adequate means of obtaining such financial information from Buyer on a continuing basis, and agrees that Seller shall have no duty to advise Buyer Guarantor of information known to it regarding such condition or any such circumstances. Buyer Guarantor hereby waives notice of any action taken or omitted by Seller in reliance hereon, any requirement that Seller be diligent and prompt in making demands hereunder, notice of any waiver or amendment of any terms and conditions of this Agreement or any Transaction Documents, notice of any default by Buyer or the assertion of any right of Seller under this Agreement, and any right to plead or assert any election of remedies in any Claim to enforce this Buyer Guaranty with respect to the Buyer Guaranteed Obligations.

(g) This Buyer Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any or all of the Buyer Guaranteed Obligations is rescinded or must otherwise be restored or returned by Seller upon the insolvency, bankruptcy or reorganization of Buyer. Notwithstanding any modification, discharge or extension of the Buyer Guaranteed Obligations or any amendment, waiver, modification, stay or cure of Seller's rights which may occur in any bankruptcy or reorganization case or proceeding concerning Buyer, whether permanent or temporary, and whether or not assented to by Seller, Buyer Guarantor hereby agrees that it shall be obligated hereunder to pay and perform the Buyer Guaranteed Obligations and discharge its other obligations in accordance with the terms of the Buyer Guaranteed Obligations as set forth in this Buyer Guaranty in effect on the date of this Agreement. Buyer Guarantor understands and acknowledges that by virtue of this Buyer Guaranty, it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Buyer.

(h) Buyer Guarantor is duly organized, validly existing and in good standing under the Laws of the state of Delaware. Buyer Guarantor possesses full power and authority necessary to own and operate its properties and assets and to carry on its businesses in all material respects as presently conducted and as contemplated to be conducted immediately after the Closing.

(i) Buyer Guarantor possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement and each other Transaction Document to which Buyer Guarantor is a party, and to consummate the transactions contemplated hereby and thereby, in accordance with the terms of this Agreement and the other Transaction Documents. No other corporate action on the part of Buyer Guarantor is necessary to authorize the execution, delivery and performance of this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby and thereby. Each Transaction Document to which Buyer Guarantor is or will be a party has been, or upon execution will be, duly and validly executed and delivered by such party, and constitutes, or upon its execution and delivery will constitute (in each case, assuming due execution and delivery by each other party thereto), a valid and legally binding obligation of Buyer Guarantor, enforceable against Buyer Guarantor in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

(j) No filing with or notice to, and no permit, authorization, registration, consent or approval of, any Government Entity is required on the part of Buyer Guarantor for the execution, delivery and performance by Buyer Guarantor of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Neither the execution, delivery or performance by Buyer Guarantor of this Agreement and the other Transaction Documents nor the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, will (i) conflict with or result in a breach, violation or infringement of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien (except for a Permitted Lien), (iv) give any Person the right to modify, cancel, terminate, suspend, revoke or accelerate or increase any obligation under, (v) result in a violation of, or (vi) give rise to a loss of benefit under (A) the certificate of incorporation or bylaws (or other comparable organizational documents) of Buyer Guarantor, (B) any Law or Order to which Buyer Guarantor or any of its respective properties or assets is subject or bound, or (C) any material Contract to which Buyer Guarantor is a party or by which its properties, rights or assets is subject or bound or any Material Contract, except in the case of clauses (B) and (C), for breaches, violations, infringements or Liens that would not be expected to (1) prevent, hinder or materially delay any of the transactions completed by this Agreement, or (2) materially impair the ability of Buyer Guarantor to perform its obligations under this Agreement and the other Transaction Documents.

(k) Buyer Guarantor warrants and agrees that each of the waivers set forth in this Section 9.3 is made with Buyer Guarantor's full knowledge of its significance and consequences and made after the opportunity to consult with counsel of its own choosing, and that under the circumstances, the waivers are reasonable and not contrary to public policy or Law. If any of said waivers are determined to be contrary to any applicable Law or public policy, such waiver shall be effective only to the extent permitted by Law.

(l) Buyer Guarantor shall have no obligations under this Agreement or the other Transaction Documents with respect to Buyer or the transactions contemplated hereby or thereby, except as set forth in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, in connection with the Buyer Guaranteed Obligations, Buyer Guarantor shall be entitled to defenses available to Buyer solely to the extent such defenses constitute rights and limitations of Buyer expressly contemplated and set forth in this Agreement.

(m) Buyer Guarantor possesses full legal right and all requisite power and authority, and has taken all actions necessary, to authorize, execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereby, in accordance with the terms of this Agreement. No other corporate action on the part of Buyer Guarantor is necessary to authorize the execution, delivery and performance of this Agreement or the payment, when due, of the Buyer Guaranteed Obligations. This Agreement has been duly and validly executed and delivered by Buyer Guarantor, and constitutes a valid and legally binding obligation of Buyer Guarantor, enforceable against Buyer Guarantor in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity. At the Closing, Buyer Guarantor will have sufficient funds available to consummate the transactions contemplated by this Agreement and to perform its obligations hereunder under this Section 9.3.

(n) The Buyer Guaranty shall remain in full force and effect and shall be binding on the Buyer Guarantor until Buyer has satisfied the Buyer Guaranteed Obligations, and after such occurrence, the Buyer Guaranty shall automatically terminate, shall have no further force and effect, and shall no longer be binding on Buyer Guarantor. The Buyer Guaranty shall survive in full force and effect and shall be binding on the Buyer Guarantor until the later of (i) sixty days from the date of this Agreement and (ii) the final, non-appealable and conclusive determination of the Final Purchase Price, pursuant to Section 2.3(d).

(o) Nothing in this Section 9.3 is intended or shall be construed to confer upon or give any Person other than Seller and its permitted assigns, any rights or remedies under this Section 9.3.

(p) Notwithstanding anything herein to the contrary, the obligations of Buyer Guarantor shall be coextensive with, and shall not exceed, the obligations of Buyer under this Agreement, and Buyer Guarantor shall be entitled to the benefit of all limitations on liability, defenses, survival periods, thresholds, baskets, caps, exclusions and other protections available to Buyer under this Agreement, and in no event shall the aggregate liability of Buyer Guarantor exceed the aggregate liability of Buyer under this Agreement.

9.4 Further Assurances. Buyer and Seller shall, and shall cause their respective Affiliates to, from time to time (including following the Closing) at the request of the other Party, without any additional consideration, furnish such requesting Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the other Transaction Documents and give effect to the transactions contemplated by this Agreement and the other Transaction Documents, including to vest in Buyer good and valid title to the Company Shares.

9.5 Press Release and Announcements. Buyer and Seller shall consult with each other before issuing, and give each other a reasonable opportunity to review and comment upon, any press release or other public statements with respect to this Agreement and the other Transaction Documents, and the transactions contemplated hereby and thereby, and neither Buyer nor Seller, nor their respective Affiliates, shall issue any such press release or make any public announcement, without the prior consent of the other Party, except that no such approval shall be necessary to the extent disclosure is required by applicable Law, or any listing agreement with, or rules, of any national securities exchange or interdealer quotation service or by the request of any Government Entity; *provided*, that, unless such disclosure or document to be disclosed is entirely consistent with another public statement or filing made previously in accordance with this Section 9.5, Buyer or Seller, as applicable, shall use commercially reasonable efforts to allow the other Party reasonable time to review and comment on such release, announcement or in any other filing with any national securities exchange or Government Entity mentioning the transaction contemplated hereby or otherwise filing or disclosing the existence or terms of this Agreement or any Transaction Document, in each case, in advance of such issuance (and will consider any such comments in good faith); *provided*, *further*, that a Party may issue a press release or make a public statement that is consistent with prior press releases issued or public statements made in compliance with this Section 9.5 without such additional consultation and without such additional consent. Notwithstanding the foregoing, Buyer, the Company and their Affiliates may, without consulting Seller, provide ordinary course communications regarding this Agreement and the other Transaction Documents, and the transactions contemplated hereby and thereby, to its employees, including any representative bodies of such employees, or to have discussions with such Persons, about the transactions contemplated by this Agreement and the other Transaction Documents (so long as such Persons are instructed to keep the transactions contemplated by this Agreement and the other Transaction Documents confidential). Notwithstanding the foregoing or anything in this Agreement to the contrary, Buyer and its Affiliates may make such announcements from time to time to their respective Affiliates in order that such Persons may provide information about this Agreement and the other Transaction Documents, and the transactions contemplated hereby and thereby, to their respective limited partners, prospective limited partners and financing sources in connection with their ordinary course fundraising, reporting and other activities.

9.6 Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by Buyer, Seller and Seller Guarantor. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such Party under or by reason of this Agreement.

9.7 Successors and Assigns. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties, shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Seller without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer without the prior written consent of Seller; *provided*, that Buyer may (a) assign this Agreement and its rights and obligations hereunder without such prior written consent to any of its Affiliates, which assignment shall not relieve Buyer of its obligations hereunder or (b) make a collateral assignment in connection with any debt financing.

9.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.9 Counterparts. This Agreement may be executed in counterparts (including by means of facsimile or scanned and emailed signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

9.10 Descriptive Headings; Interpretation. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean to the degree to which a subject or other thing extends, and such phase shall not mean simply “if”. References to “written” or “in writing” include electronic form. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole (including any Schedules, Annexes and Exhibits hereto) and not to any particular provision of this

Agreement, and all Article, Section, Schedule, Annex and Exhibit references are to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule, Annex or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation." The word "asset(s)" will be deemed to be followed by the words "tangible or intangible" unless otherwise specified. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. All references to "dollars" or "$" will be deemed references to the lawful money of the United States of America. Any reference in this Agreement to a "day" or a number of "days" (without explicit reference to "Business Day") shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be deferred until the next Business Day. The words "Seller has provided" or "made available" or words of similar import with respect to any item provided or made available by Seller to Buyer shall mean posted on or prior to the date of this Agreement in the Data Room. All references to "data" include "information" and vice versa.

9.11 Entire Agreement. This Agreement (including the Schedules, Annexes and Exhibits hereto), the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way to the subject matter hereof or thereof.

9.12 Specific Performance.

(a) Each Party acknowledges that the Parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any Party of any of the covenants or agreements contained in the Transaction Documents. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, (except in the circumstances described in the final sentence of this Section 9.12(a)) each of the Parties shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at Law or in equity as a remedy for any such breach or threatened breach. Notwithstanding the foregoing, in any circumstance in which Seller is entitled to terminate this Agreement pursuant to Section 8.1(c), Seller's sole and exclusive remedy shall be its right to terminate this Agreement and the payment of the Reverse Termination Fee by Buyer in accordance with this Agreement.

(b) Each Party further agrees that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.12, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

9.13 No Third Party Beneficiaries. Except with respect to the Buyer Indemnified Persons and the Seller Indemnified Persons, who shall be third party beneficiaries hereunder, this Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

9.14 Schedules, Annexes and Exhibits. All Schedules, Annexes and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

9.15 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

9.16 Jurisdiction; Venue. Each of the Parties irrevocably consents to the exclusive jurisdiction of and venue in the Delaware Court of Chancery within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court of the United States located in the State of Delaware, or, if any such federal court of the United States located in the State of Delaware declines to accept jurisdiction over a particular matter, any state court located in the State of Delaware) in connection with any dispute arising out of or relating to this Agreement or the transactions contemplated by this Agreement or the other Transaction Documents (a "Dispute"). Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any Claim against it as contemplated by this Section 9.16 by any means of providing notice set forth in Section 9.18 of this Agreement. Each Party waives and covenants not to assert or plead any objection that such Party might otherwise have to such jurisdiction, venue and process. Each Party hereby agrees not to commence any Claim relating to or arising out of or relating to this Agreement or the transactions contemplated by this Agreement or the other Transaction Documents in any jurisdiction or courts other than as provided herein. Any final judgment rendered against a Party in any Claim shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by Law.

9.17 Waiver of Jury Trial. Each Party, Seller Guarantor and Buyer Guarantor waives, to the fullest extent permitted by applicable Law, any right it may have to trial by jury in respect of any Dispute. Each Party, Seller Guarantor and Buyer Guarantor acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waiver in this Section 9.17.

9.18 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, when transmitted by email if transmitted prior to 6 pm (Eastern time) and if not, the next Business Day, three Business Days after being sent to recipient by U.S. First Class mail (postage prepaid), or one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to Buyer and Seller at the addresses indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means, but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

If to Seller:

Icahn Automotive Group LLC
c/o Icahn Enterprises L.P.
16690 Collins Avenue
Sunny Isles Beach, FL 33160
Attn: Jesse Lynn; Ted Papapostolou,
Email: [***]

with a copy (which shall not constitute notice to Seller) to:

Brown Rudnick LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attn: Thomas Regan; John Cushing
Email: tregan@brownrudnick.com; jcushing@brownrudnick.com

If to Buyer or the Company:

Mavis Tire Express Services Corp.
100 Hillside Ave
White Plains, NY 10603
Attention: [***]
Telephone: [***]
Email: [***]

with a copy (which shall not constitute notice to Buyer or the Company) to:

Covington & Burling LLP
30 Hudson Yards
New York, NY 10001
Attention: Stephen Infante; Allison Schiffman
Email: sinfante@cov.com; aschiffman@cov.com

9.19 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

MAVIS TIRE SUPPLY, LLC

By: /s/ David J. Sorbaro
Name: David J. Sorbaro
Title: Co-CEO

METIS HOLDCO, INC., solely for purposes of Sections 6.25 and 9.3

By: /s/ David J. Sorbaro
Name: David J. Sorbaro
Title: Co-CEO

ICAHN AUTOMOTIVE GROUP LLC
By: IEP ENERGY HOLDING LLC, its sole member

By: /s/ Ted Papapostolou
Name: Ted Papapostolou
Title: President

ICAHN ENTERPRISES L.P., solely for purposes of Sections 6.1(d), 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.18, 6.22, 6.23, 6.25and 9.2
By: ICAHN ENTERPRISES G.P. INC., its General Partner

By: /s/ Ted Papapostolou
Name: Ted Papapostolou
Title: CEO

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Pursuant to Section 302(a) of the Sarbanes Oxley Act of 2002 and Rule 13a-14(a) of the Securities Exchange Act of 1934

I, Ted Papapostolou, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Icahn Enterprises L.P. for the period ended June 30, 2026;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrants and we have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in the report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's' board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Ted Papapostolou

Ted Papapostolou

President, Chief Executive Officer and Director (Principal Executive Officer

Date: August 4, 2026

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Pursuant to Section 302(a) of the Sarbanes Oxley Act of 2002 and Rule 13a-14(a) of the Securities Exchange Act of 1934

I, Robert Flint, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Icahn Enterprises L.P. for the period ended June 30, 2026.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrants and we have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in the report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Robert Flint

Robert Flint

Chief Financial Officer, Chief Accounting Officer, and Director
(Principal Financial Officer and Principal Accounting Officer)

Date: August 4, 2026

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

Pursuant to Section 906 of the Sarbanes Oxley Act of 2002 (18 U.S.C. 1350) and Rules 13a-14(b) of the Securities Exchange Act of 1934

In connection with the quarterly report on Form 10-Q of Icahn Enterprises L.P., for the period ended June 30, 2026, the undersigned certify that, to the best of his knowledge, based upon a review of the Icahn Enterprises L.P. quarterly report on Form 10-Q for the period ended June 30, 2026:

(1) The report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ Ted Papapostolou

Ted Papapostolou

President, Chief Executive Officer and Director (Principal Executive Officer)

Date: August 4, 2026

/s/ Robert Flint

Robert Flint

Chief Financial Officer, Chief Accounting Officer, and Director (Principal Financial Officer and Principal Accounting Officer)

Date: August 4, 2026