
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **October 31, 2018**

FTD Companies, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other jurisdiction
of Incorporation)

001-35901
(Commission
File Number)

32-0255852
(I.R.S. Employer
Identification No.)

3113 Woodcreek Drive
Downers Grove, Illinois 60515
(Address of Principal Executive Offices) (ZIP Code)

Telephone: (630) 719-7800
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging Growth Company

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

Item 1.01 Entry into a Material Definitive Agreement.

On October 31, 2018, and November 5, 2018, FTD Companies, Inc. (“FTD” or the “Company”) entered into a fifth amendment (the “Fifth Amendment”) and sixth amendment (the “Sixth Amendment” and together with the Fifth Amendment, the “Amendments”), respectively, to its existing credit agreement (as amended, the “Credit Agreement”), among the Company, Interflora British Unit, a company incorporated under the Laws of England & Wales (the “UK Borrower”, and together with the Company, the “Borrowers”), the Guarantors party thereto, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent for the Lenders. The Amendments are effective as of October 31, 2018.

The modifications to the Credit Agreement reflected in the Amendments are designed to address the covenant compliance issues identified in the Company’s reports filed with the Securities and Exchange Commission (the “SEC”), including the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 (the “June 2018 Form 10-Q”). For additional information, see Note 1—“Description of Business, Basis of Presentation, Accounting Policies, and Recent Accounting Pronouncements” and Note 6—“Financing Arrangements” of the Notes to the Condensed Consolidated Financial Statements included in Part I, Item 1 of the June 2018 Form 10-Q and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources” included in Part I, Item 2 of the June 2018 Form 10-Q.

The modifications to the Credit Agreement reflected in the Amendments include, among other things:

- the Borrowers’ combined usage under the revolving credit facility portion of the Credit Agreement will be restricted to (1) \$152.5 million during the period from November 1, 2018 through and including December 1, 2018; (2) \$140 million during the period from December 2, 2018 through and including December 29, 2018; (3) \$170 million during the period from December 30, 2018 through February 23, 2019; (4) \$110 million during the period from February 24, 2019 through and including March 2, 2019; (5) \$125 million during the period from March 3, 2019 through and including March 30, 2019; (6) \$155 million during the period from March 31, 2019 through and including April 13, 2019; (7) \$170 million during the period from April 14, 2019 through and including May 18, 2019; (8) \$90 million during the period from May 19, 2019 through and including May 25, 2019; (9) \$130 million during the period from May 26, 2019 through and including June 22, 2019; (10) \$150 million during the period from June 23, 2019 through and including July 6, 2019; (11) \$160 million during the period from July 7, 2019 through and including July 20, 2019; and (12) \$170 million during the period from July 21, 2019 through and including the September 19, 2019 maturity date, with all borrowings in excess of \$150 million from and after July 6, 2019 subject to the Borrowers’ 13-week cash forecast supporting any borrowing above such level;
- the consolidated net leverage and fixed charge coverage ratio covenants under the Credit Agreement, as amended, are set forth below, with the Amendments modifying the measurement dates such that the next measurement date for the consolidated net leverage and fixed charge coverage ratios has been changed to the twelve month period ending November 30, 2018, from the twelve month period ending October 31, 2018:

Period	Consolidated Net Leverage Ratio	Fixed Charge Coverage Ratio
Twelve month period ending November 30, 2018	7.50x	0.55x
Four fiscal quarter period ending December 31, 2018	6.00x	0.60x
Four fiscal quarter period ending March 31, 2019	3.90x	1.00x
Four fiscal quarter period ending June 30, 2019	3.60x	1.15x

Four fiscal quarter period ending September 30, 2019	4.00x	1.20x
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- the Company will be required to pay a fee to the Administrative Agent, for the account of each Lender, in an amount equal to 5.50% of such Lender's portion of the outstanding Term Loan as of the date of the Sixth Amendment, payable in two installments, (1) 0.50% on November 6, 2018 and (2) 5.0% upon the earliest to occur of, (a) the acceleration of the loans under the Credit Agreement, (b) the September 19, 2019 maturity date and (c) the date upon which all obligations under the credit facility are satisfied, provided that if (c) occurs prior to the events in (a) or (b), the deferred portion of the fee will be prorated based on the number of days remaining until the maturity date; and
- the Company will be subject to certain additional limitations on capital expenditures, and certain additional events of default.

* * * * *

The foregoing is not a complete description of the Amendments and is qualified in its entirety by reference to the full text of the Amendments, copies of which are filed as Exhibit 10.1 and 10.2 hereto and are incorporated by reference herein. In addition, the information set forth in this Item 1.01, including the Amendments, should be read together with the information included in the Company's other filings with the SEC, including the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and the June 2018 Form 10-Q.

Forward-Looking Statements

This Current Report on Form 8-K contains certain forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended, based on our current expectations, estimates and projections about our operations, industry, financial condition, performance, results of operations, and liquidity. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the exploration of strategic alternatives; the strategic and financial evaluation of our business; our corporate restructuring and cost savings plan and other strategies; our future financial performance, including our 2018 financial outlook; our ability to continue as a going concern, repay or refinance indebtedness and invest in initiatives; expectations about future business plans, prospective performance and opportunities, including potential acquisitions; future financial performance; revenues; segment metrics; operating expenses; market trends, including those in the markets in which we compete; liquidity; cash flows and uses of cash; dividends; capital expenditures; depreciation and amortization; impairment charges; tax payments; foreign currency exchange rates; hedging arrangements; our products and services; pricing; marketing plans; competition; settlement of legal matters; and the impact of accounting changes and other pronouncements. Potential factors that could affect such forward-looking statements include, among others, uncertainties associated with being able to identify, evaluate or complete any strategic alternative or strategic transaction; the impact of the announcement of our review of strategic alternatives, as well as any strategic alternative or strategic transaction that may be pursued, on our business, including our financial and operating results and our employees, suppliers and customers; our ability to implement and realize anticipated benefits from our corporate restructuring and cost savings plan and other initiatives; our ability to repay, refinance or restructure our outstanding debt, and the other factors disclosed in the section entitled "Risk Factors" in our most recent Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC"), and our most recent Quarterly Report on Form 10-Q filed with the SEC, as updated from time to time in our subsequent filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. Such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that may cause actual performance and results to differ materially from those predicted. Reported results should not be considered an indication of future performance. Except as required by law, we undertake no obligation to publicly release the results of any revision to these

forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Fifth Amendment to Credit Agreement, dated October 31, 2018
10.2	Sixth Amendment to Credit Agreement, dated November 5, 2018

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 6, 2018

FTD COMPANIES, INC.

By: /s/ Scott Levin

Name: Scott Levin

Title: Interim President and Chief Executive
Officer

FIFTH AMENDMENT TO CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO CREDIT AGREEMENT, dated as of October 31, 2018 (this "Amendment"), is entered into among FTD COMPANIES, INC., a Delaware corporation (the "Company"), INTERFLORA BRITISH UNIT, a company incorporated under the Laws of England & Wales (the "UK Borrower"), and together with the Company, the "Borrowers"), the Guarantors party hereto, the Lenders party hereto, and BANK OF AMERICA, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrowers, the Guarantors, the Lenders and Bank of America, N.A., in its capacity as the Administrative Agent, Swing Line Lender and L/C Issuer, are parties to that certain Credit Agreement, dated as of July 17, 2013 (as amended or modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the parties hereto have agreed to amend the Existing Credit Agreement as provided herein (the Existing Credit Agreement, as amended hereby, the "Credit Agreement").

NOW, THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Consent, Acknowledgement and Reaffirmation. By such Person's signature below, each of the Loan Parties hereby: (a) acknowledges and consents to this Amendment and the terms and provisions hereof; (b) reaffirms the covenants and agreements contained in each Loan Document to which such Person is party, including, in each case, as such covenants and agreements may be modified by this Amendment and the transactions contemplated hereby; (c) reaffirms that each of the Liens created and granted in or pursuant to the Loan Documents in favor of the Administrative Agent for the benefit of the holders of the Obligations is valid and subsisting, and acknowledges and agrees that this Amendment shall in no manner impair or otherwise adversely affect such Liens, except as explicitly set forth herein; (d) acknowledges that this Amendment is limited to the extent specifically set forth herein and shall not be deemed a waiver of, or a consent to a departure from, any other term, covenant, provision or condition set forth in the Credit Agreement and (e) confirms that each Loan Document to which such Person is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects, except that upon the effectiveness of this Amendment, all references in such Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean the Credit Agreement and the other Loan Documents, as the case may be, as in effect and as modified by this Amendment.

2. Amendments.

(a) The following definitions appearing in Section 1.01 of the Existing Credit Agreement are hereby amended to read as follows:

"Consolidated Cash Interest Expense" means, for any period, Consolidated Interest Expense for such period (excluding, however, (i) any interest expense not payable in Cash (including amortization of discount, amortization of debt issuance costs

and interest paid-in-kind or added to the existing principal amount) and (ii) original issue discount, financing fees, including those paid in connection with the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, redemption premiums and agent fees).

(i) “Consolidated Adjusted EBITDA” means, for any period, the sum, without duplication, of the amounts for such period of: (a) Consolidated Net Income, plus (b) to the extent included in calculating such Consolidated Net Income: (i) Consolidated Interest Expense and any amounts paid in respect of or pursuant to Hedge Agreements entered into in connection with Indebtedness of the Company and its Restricted Subsidiaries for protection against fluctuations in interest rates, whether consisting of periodic payments, upfront payments, termination payments or otherwise (other than amounts paid as a result of a breach or default under a Hedge Agreement), (ii) provisions for Taxes based on income, (iii) total depreciation expense, (iv) total amortization expense, (v) any foreign currency translation or transaction losses (including losses related to currency remeasurements of indebtedness), (vi) extraordinary, unusual or non-recurring cash losses, charges or expenses (including, without limitation, expenses resulting from actual or potential transactions such as business combinations, mergers, acquisitions, and financing transactions (including compensation expense and expense for advisors and representatives such as investment bankers, consultants, attorneys and accounting firms), severance expenses, facility closure expenses, relocation costs and other restructuring charges (but excluding any of the foregoing incurred in connection with the Bloom Acquisition), and charges (including fees, expenses, damages and settlement costs) related to litigation, arbitration, investigations, disputes or similar matters) (it being understood and agreed that Item 10(e) of Regulation S-K under the Securities Act of 1933 shall not constitute a limitation on any such determination and unusual or non-recurring losses, charges, expenses or gains shall be determined by Company in good faith)) in an amount not to exceed 10% of Consolidated Adjusted EBITDA in any consecutive four Fiscal Quarter period (determined after giving effect to this clause (vi)), (vii) losses, charges or expenses with respect to litigation, investigations and other legal matters disclosed under the section “Business - Legal Proceedings” in the Registration Statement (or legal matters arising out of the same or similar facts, circumstances or allegations that such litigation, investigations, and other legal matters relate to), not to exceed \$10,000,000 in aggregate over the term of this Agreement), (viii) [reserved], (ix) all other non-Cash expenses or losses including, without limitation, non-Cash stock compensation expenses for officers, directors, employees and consultants (other than (A) any such non-Cash expense or charge to the extent it represents an accrual of or reserve for Cash expenditures or charge in any future period and (B) write-downs or reserves of account receivables or inventory), (x) all Equity Related Compensation Payments, (xi) [reserved], (xii) (A) any impairment charge or asset write-off or write-down, in each case relating to an intangible asset, pursuant to FASB ASC 360-10-20 and FASB ASC 350 or successor or related provision, (B) the amortization of intangible assets arising pursuant to FASB ASC 805 or successor or related provision, (C) the amortization or write-off deferred financing fees and (D) the amortization of other intangible assets, (xiii) all expenses incurred in connection with the Second Amendment and the Third Amendment, Fourth Amendment and Fifth Amendment, in an aggregate amount not to exceed \$6,000,000 in the aggregate, and (xiv) transaction, integration and restructuring fees and expenses incurred in connection with the Bloom Acquisition incurred prior to December 31, 2017 and not exceeding \$33,000,000 in the aggregate during the term of this Agreement, minus (c) the following to the extent included in Consolidated Net Income: (i) extraordinary, unusual or nonrecurring cash gains or

income for such period (excluding any proceeds of business interruption insurance), (ii) non-cash gains and income for such period (other than (A) any such gain or income representing a reversal of an accrual or a reserve for any cash charge in any future period to the extent a corresponding cash payment was not made and (B) accruals or other items expected to result in a cash payment in a future period) and (C) any foreign currency translation or transaction gains (including gains related to currency remeasurements of indebtedness). Consolidated Adjusted EBITDA shall be calculated on a Pro Forma Basis.

“Extraordinary Receipts” means, with respect to any Person, any cash received by or paid to or for the account of such Person not in the ordinary course of business and in excess of \$500,000, including tax refunds, pension plan reversions, indemnity payments and any purchase price adjustments; provided, however, that an Extraordinary Receipt shall not include (i) cash receipts from proceeds of insurance or indemnity payments to the extent that such proceeds, awards or payments are received by any Person in respect of any third party claim against such Person, or any actual loss or damage incurred or suffered by such Person and such proceeds are applied to pay (or to reimburse such Person for its prior payment of) such claim and the costs and expenses of such Person with respect thereto, (ii) proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings, (iii) post-closing purchase price adjustments in connection with the Bloom Acquisition, (iv) amounts received in connection with the proceedings received under the litigation issued by Interflora, Inc. with the High Court of Justice of England and Wales against Marks and Spencer plc claiming infringement of U.K. trademark registration number 1329840 and European Community trademark registration number 909838, both for the word “Interflora” or (v) proceeds of the issuance of Equity Interests, Asset Sales, Debt Issuances and Recovery Events.

“Letter of Credit Sublimit” means an amount equal to \$1,767,000 through and including September 30, 2018, \$1,525,000 through February 28, 2019 and \$0 thereafter. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving A Commitments.

(b) The following new definitions are hereby added to Section 1.01 of the Existing Credit Agreement in the appropriate alphabetical order to read as follows:

“Fifth Amendment” means that certain Fifth Amendment to Credit Agreement, dated as of the Fifth Amendment Effective Date, by and among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent.

“Fifth Amendment Effective Date” means October 31, 2018.

(c) The last sentence of the definition of “Applicable Rate” in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

Notwithstanding anything to the contrary, the Applicable Rate in effect from the Fifth Amendment Effective Date through the Maturity Date shall be determined based upon Pricing Tier 4.

(d) Section 2.02 of the Existing Credit Agreement is hereby amended to add a new subsection (g) which will read as follows:

(g) During the period from and after the Fifth Amendment Effective Date, none of the Borrowers shall be entitled to borrow any Eurocurrency Rate Loans, continue any Eurocurrency Rate Loans or convert any Base Rate Loans to Eurocurrency Loans, in each case without the consent of the Required Lenders.

(e) Section 2.05(b)(viii) of the Existing Credit Agreement is hereby amended to read as follows:

(viii) Limited Availability Period. Each Borrower shall immediately prepay Revolving A Loans, Revolving B Loans and/or Swing Line Loans made to it, and/or the Company shall Cash Collateralize the L/C Obligations, in an aggregate amount as is necessary to cause the sum of the Total Revolving A Outstandings plus the Outstanding Amount of all Revolving B Loans to not exceed the following amounts for the periods set forth therein

Period	Amount
November 1, 2018 – Maturity Date	\$152,500,000

(f) Section 7.01(b) of the Existing Credit Agreement is hereby amended to read as follows:

(b) Quarterly and Other Interim Financials: as soon as available and in any event within 45 days after the end of each Fiscal Quarter (and for purposes of compliance with financial covenants measured as of the trailing twelve months ending November 30, 2018, within 45 days after November 30, 2018), other than the last Fiscal Quarter of any Fiscal Year, the consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal period (or trailing twelve month period if applicable) and the related consolidated statements of income and cash flows of the Company and its Subsidiaries for such fiscal period (or trailing twelve month period if applicable) and for the period from the beginning of the then current Fiscal Year to the end of such fiscal period, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, to the extent prepared for such fiscal period, all in reasonable detail and certified by a Financial Officer of the Company that they fairly present, in all material respects, the financial condition of the Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments and the absence of footnotes;

(g) A new subsection (k) is added to Section 8.01 of the Existing Credit Agreement and shall read as follows:

(k) the Company and its Restricted Subsidiaries may become and remain liable with respect to Indebtedness consisting of reimbursement obligations in respect of letters of credit not issued in connection with the Credit Agreement, in an amount not to exceed \$1,525,000 in the aggregate, which amount shall be reduced by the undrawn amount of any Letters of Credit issued in connection with the Credit Agreement.

(h) The “; and” in front of Section 8.02(a)(vi) shall be deleted, an “and” shall be added after the “;” at the end of Section 8.02(a)(vii); and a new subsection (viii) is added to Section 8.02(a) of the Existing Credit Agreement and shall read as follows:

(viii) Liens in cash collateral posted to secure obligations permitted under Section 8.01(k) provided that the cash collateral posted does not exceed 105% of the face amount of the applicable letter of credit.

(i) Section 8.06 of the Existing Credit Agreement is hereby amended to read as follows:

8.06 Financial Covenants.

(a) Maximum Consolidated Net Leverage Ratio. The Company shall not permit the Consolidated Net Leverage Ratio as of the last day of the most recently ended applicable period ending on the dates set forth below to exceed the correlative ratio indicated for such period (or period including such Fiscal Quarter or twelve month period):

Period	Ratio
Twelve Month Period ending 11/30/18	3.75 to 1.0
Four Fiscal Quarter Period Ending 12/31/18	3.75 to 1.0
Four Fiscal Quarter Period Ending 3/31/19	2.75 to 1.0
Four Fiscal Quarter Period Ending 6/30/19	2.50 to 1.0
Four Fiscal Quarter Period Ending 9/30/19	3.50 to 1.0

(b) Minimum Consolidated Fixed Charge Coverage Ratio. The Company shall not permit the Consolidated Fixed Charge Coverage Ratio as of the last day of the most recently ended applicable period ending on the dates set forth below to be less than the correlative ratio indicated for such period (or period including such Fiscal Quarter or twelve month period):

Period	Ratio
Twelve month period ending 11/30/18	1.10 to 1.0
Four Fiscal Quarter Period Ending 12/31/18	1.10 to 1.0
Four Fiscal Quarter Period Ending 3/31/19	1.35 to 1.0
Four Fiscal Quarter Period Ending 6/30/19	1.65 to 1.0
Four Fiscal Quarter Period Ending 9/30/19	1.75 to 1.0

(j) Section 8.14 of the Existing Credit Agreement is amended to read as follows:

8.14 Capital Expenditures.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, permit the aggregate amount of Consolidated Capital Expenditures to be greater than (i) \$28,000,000, for the most recently ended period of two Fiscal Quarters ending on June 30, 2018, (ii) \$31,000,000 for the most recently ended period of three Fiscal Quarters ending on September 30, 2018, (iii) \$8,000,000 for the period of two months ending November 30, 2018, (iv) \$9,500,000 for the period of one Fiscal Quarter ending on

December 31, 2018, (v) \$18,500,000 for the period of two Fiscal Quarters ending on March 31, 2019, (vi) \$28,000,000 for the period of three Fiscal Quarters ending on June 30, 2019, and (vii) \$38,000,000 for the period of four Fiscal Quarters ending on September 30, 2019.

(k) Schedule 2.01 to the Existing Credit Agreement is hereby amended and restated in its entirety in form attached hereto as Annex A.

3. Effectiveness; Conditions Precedent. This Amendment shall be and become effective as of date hereof when all of the conditions set forth in this Section 3 shall have been satisfied.

(a) Execution of Counterparts of Amendment. The Administrative Agent shall have received counterparts of this Amendment, which collectively shall have been duly executed on behalf of each of each Borrower, each Guarantor, the Administrative Agent and the Required Lenders.

(b) Organization Documents, Resolutions, Etc. The Administrative Agent shall have received the following, in form and substance satisfactory to the Administrative Agent:

(i) copies of the Organization Documents of each U.S. Loan Party certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such U.S. Loan Party to be true and correct as of the date hereof (or a certification that such Organization Documents have not been amended since the Second Amendment Effective Date);

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each U.S. Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such U.S. Loan Party is a party (or, with respect to incumbency certificates, a certification that the Responsible Officers listed on the incumbency certificates delivered on the Second Amendment Effective Date have not changed);

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each U.S. Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation; and

(iv) in relation to the UK Borrower, (A) a copy of a resolution of the board of directors of the UK Borrower (1) approving the terms of, and the transactions contemplated by, this Amendment and resolving that it execute this Amendment, (2) authorizing a specified person or persons to execute this Amendment on its behalf, and (3) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with this Amendment; (B) a certificate of the UK Borrower (signed by a director) confirming that the constitutional documents and resolution of the board of directors of the UK Borrower are correct, complete and in full force and effect as at a date no earlier than the date of this Amendment; and (C) copies of the Organization Documents of the UK

Borrower (or a certification that such Organization Documents have not been amended since the Second Amendment Effective Date).

(c) KYC; Beneficial Ownership Certification. Upon the reasonable request of any Lender made at least five days prior to the Closing Date, the Company shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act. If any Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, such Borrower shall deliver to the Administrative Agent and the Lenders, a Beneficial Ownership Certification in relation to such Borrower.

4. Expenses. The Loan Parties agree to reimburse the Administrative Agent for all reasonable documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the (a) reasonable documented fees and expenses of Moore & Van Allen PLLC, and (b) the fees and expenses of FTI Consulting, Inc.

5. Ratification; Acknowledgment. Each Loan Party acknowledges and consents to the terms set forth herein and agrees that this Amendment does not impair, reduce or limit any of its obligations under the Loan Documents, as amended hereby. This Amendment is a Loan Document.

6. Representations. Each Loan Party represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Loan Party and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) applicable Debtor Relief Laws and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) The execution and delivery of this Amendment does not violate, contravene or conflict with any provision of its Organization Documents.

(d) The Obligations are not subject to any offsets, defenses or counterclaims.

(e) No Default exists on and as of the date of this Amendment.

(f) After giving effect to this Amendment, the representations and warranties set forth in Article VI of the Credit Agreement are true and correct in all material respects (or if such representation and warranty is qualified by materiality or Material Adverse Effect, it shall be true and correct) as of the date hereof unless they specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or if such representation and warranty is qualified by materiality or Material Adverse Effect, it shall be true and correct) as of such earlier date.

(g) As of the Fifth Amendment Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

7. Lender Representations, Warranties and Covenant. Each Lender party hereto represents and warrants that, after giving effect to this Amendment, the representations and warranties of such Lender set forth in Section 10.12 of the Credit Agreement are true and correct as of the date of this Amendment. Each Lender party hereto hereby agrees to comply with the covenants applicable to such Lender set forth in Section 10.12 of the Credit Agreement.

8. Successors and Assigns; No Third Party Beneficiaries. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other Person shall have or be entitled to assert rights or benefits under this Amendment.

9. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.

10. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Acknowledgment of Guarantors. The Guarantors acknowledge and consent to all of the terms and conditions of this Amendment and agree that this Amendment and any documents executed in connection herewith do not operate to reduce or discharge the Guarantors' obligations under the Credit Amendment or the other Loan Documents.

12. Release. In consideration of the agreements of the Administrative Agent and the Required Lenders set forth in this Amendment, the Loan Parties hereby release and forever discharge the Administrative Agent, each L/C Issuer, the Swing Line Lender, the Lenders and the Administrative Agent's, each L/C Issuer's, the Swing Line Lender's and each Lender's respective predecessors, successors, assigns, officers, managers, directors, employees, agents, attorneys, representatives and affiliates (collectively, the "Lender Group") from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions and causes of action of any nature whatsoever, in each case to the extent arising in connection with any of the Loan Documents through and including the Fifth Amendment Effective Date, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which any of the Loan Parties may have or claim to have against any member of the Lender Group.

13. No Actions, Claims. Each Loan Party represents, warrants, acknowledges and confirms that, as of the date hereof, it has no knowledge of any action, cause of action, claim, demand, damage or liability of whatever kind or nature, in law or in equity, against any member of the Lender Group arising from any action by such Persons, or failure of such Persons to act, under or in connection with any of the Loan Documents.

14. Counterparts/Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Amendment by telecopy or other secure electronic format (.pdf) shall be effective as an original.

15. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

COMPANY: FTD COMPANIES, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President and Chief Financial Officer

UK BORROWER: INTERFLORA BRITISH UNIT,
a company incorporated under the Laws
of England & Wales

By: /s/ Rhys J. Hughes
Name: Rhys J. Hughes
Title: Director

GUARANTORS: FLORISTS' TRANSWORLD DELIVERY, INC.,
a Michigan corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD GROUP, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD.CA, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD.COM INC.,
a Florida corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE COMMERCE, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE CARDS, INC.,
a California corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE CREATIONS, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

GIFTCO, LLC,
a Delaware limited liability company

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD MOBILE, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

ADMINISTRATIVE
AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Mary Lawrence
Name: Mary Lawrence
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and Swing Line Lender

By: /s/ John Schuessler
Name: John Schuessler
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tracie Plummer
Name: Tracie Plummer
Title: Director

BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Kristina H. Burden
Name: Kristina H. Burden
Title: Director

BANK OF MONTREAL,
as a Lender

By: /s/ Jack J. Kane
Name: Jack J. Kane
Title: Managing Director

COMPASS BANK,
as a Lender

By: /s/ Jon McCurdy
Name: Jon McCurdy
Title: SVP

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Terry A. Graffis
Name: Terry A. Graffis
Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Fred Schimel
Name: Fred Schimel
Title: Vice President

MUFG UNION BANK, N.A.,
as a Lender

By: /s/ Malcolm D. McDuffie
Name: Malcolm D. McDuffie
Title: Director

REGIONS BANK,
as a Lender

By: /s/ Arthur E. Cutler
Name: Arthur E. Cutler
Title: Senior Vice President

FIRST BANK OF HIGHLAND PARK,
as a Lender

By: /s/ Lynn M. Rosinsky
Name: Lynn M. Rosinsky
Title: Senior Vice President

FCS COMMERCIAL FINANCE GROUP, FOR AGCOUNTRY FARM
CREDIT SERVICES, PCA, as a Lender

By: /s/ Eric Born
Name: Eric Born
Title: Vice President

COMPEER FINANCIAL, PCA successor to 1st FARM CREDIT
SERVICES, PCA, as a Lender

By: /s/ Dale A. Richardson

Name: Dale A. Richardson

Title: Managing Director, Capital Markets

Schedule 2.01

Commitments and Applicable Percentages

Lender	Revolving A Commitment	Applicable Percentage of Revolving A Commitment	Revolving B Commitment	Applicable Percentage of Revolving B Commitment	L/C Commitment	Swing Line Commitment
Bank of America, N.A.	\$34,188,715	22.792476667%	\$6,504,702	26.018808000%	\$1,525,000	\$0
Wells Fargo Bank, National Association	\$25,950,470	17.300313333%	\$4,937,304	19.749216000%	\$0	\$0
BMO Harris Bank, N.A.	\$16,064,577	10.709718000%	\$0	0.000000000%	\$0	\$0
Bank of Montreal	\$0	0.000000000%	\$3,056,426	12.225704000%	\$0	\$0
Compass Bank	\$14,828,840	9.885893333%	\$2,821,317	11.285268000%	\$0	\$0
PNC Bank, National Association	\$14,828,840	9.885893333%	\$2,821,317	11.285268000%	\$0	\$0
MUFG Union Bank, N.A.	\$9,062,069	6.041379333%	\$1,724,138	6.896552000%	\$0	\$0
Regions Bank	\$7,414,420	4.942946667%	\$1,410,658	5.642632000%	\$0	\$0
HSBC Bank USA, National Association	\$9,062,069	6.041379333%	\$1,724,138	6.896552000%	\$0	\$0
First Bank of Highland Park	\$7,200,000	4.800000000%	\$0	0.000000000%	\$0	\$0
FCS Commercial Finance Group for AgCountry Farm Credit Services, PCA	\$5,700,000	3.800000000%	\$0	0.000000000%	\$0	\$0
1st Farm Credit Services, PCA	\$5,700,000	3.800000000%	\$0	0.000000000%	\$0	\$0
TOTAL	\$150,000,000	100%	\$25,000,000	100%	\$1,525,000	\$0

SIXTH AMENDMENT TO CREDIT AGREEMENT

THIS SIXTH AMENDMENT TO CREDIT AGREEMENT, dated as of November 5, 2018 (this "Amendment"), is entered into among FTD COMPANIES, INC., a Delaware corporation (the "Company"), INTERFLORA BRITISH UNIT, a company incorporated under the Laws of England & Wales (the "UK Borrower"), and together with the Company, the "Borrowers"), the Guarantors party hereto, the Lenders party hereto, and BANK OF AMERICA, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrowers, the Guarantors, the Lenders and Bank of America, N.A., in its capacity as the Administrative Agent, Swing Line Lender and L/C Issuer, are parties to that certain Credit Agreement, dated as of July 17, 2013 (as amended or modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the parties hereto have agreed to amend the Existing Credit Agreement as provided herein (the Existing Credit Agreement, as amended hereby, the "Credit Agreement").

NOW, THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Consent, Acknowledgement and Reaffirmation. By such Person's signature below, each of the Loan Parties hereby: (a) acknowledges and consents to this Amendment and the terms and provisions hereof; (b) reaffirms the covenants and agreements contained in each Loan Document to which such Person is party, including, in each case, as such covenants and agreements may be modified by this Amendment and the transactions contemplated hereby; (c) reaffirms that each of the Liens created and granted in or pursuant to the Loan Documents in favor of the Administrative Agent for the benefit of the holders of the Obligations is valid and subsisting, and acknowledges and agrees that this Amendment shall in no manner impair or otherwise adversely affect such Liens, except as explicitly set forth herein; (d) acknowledges that this Amendment is limited to the extent specifically set forth herein and shall not be deemed a waiver of, or a consent to a departure from, any other term, covenant, provision or condition set forth in the Credit Agreement and (e) confirms that each Loan Document to which such Person is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects, except that upon the effectiveness of this Amendment, all references in such Loan Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean the Credit Agreement and the other Loan Documents, as the case may be, as in effect and as modified by this Amendment.

2. Amendments.

(a) The following definitions appearing in Section 1.01 of the Existing Credit Agreement are hereby amended to read as follows:

"Consolidated Cash Interest Expense" means, for any period, Consolidated Interest Expense for such period (excluding, however, (i) any interest expense not payable in Cash (including amortization of discount, amortization of debt issuance costs

and interest paid-in-kind or added to the existing principal amount) and (ii) original issue discount, financing fees, including those paid in connection with the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, redemption premiums and agent fees).

“Consolidated Adjusted EBITDA” means, for any period, the sum, without duplication, of the amounts for such period of: (a) Consolidated Net Income, plus (b) to the extent included in calculating such Consolidated Net Income: (i) Consolidated Interest Expense and any amounts paid in respect of or pursuant to Hedge Agreements entered into in connection with Indebtedness of the Company and its Restricted Subsidiaries for protection against fluctuations in interest rates, whether consisting of periodic payments, upfront payments, termination payments or otherwise (other than amounts paid as a result of a breach or default under a Hedge Agreement), (ii) provisions for Taxes based on income, (iii) total depreciation expense, (iv) total amortization expense, (v) any foreign currency translation or transaction losses (including losses related to currency remeasurements of indebtedness), (vi) extraordinary, unusual or non-recurring cash losses, charges or expenses (including, without limitation, expenses resulting from actual or potential transactions such as business combinations, mergers, acquisitions, and financing transactions (including compensation expense and expense for advisors and representatives such as investment bankers, consultants, attorneys and accounting firms), severance expenses, facility closure expenses, relocation costs and other restructuring charges (but excluding any of the foregoing incurred in connection with the Bloom Acquisition), and charges (including fees, expenses, damages and settlement costs) related to litigation, arbitration, investigations, disputes or similar matters) (it being understood and agreed that Item 10(e) of Regulation S-K under the Securities Act of 1933 shall not constitute a limitation on any such determination and unusual or non-recurring losses, charges, expenses or gains shall be determined by Company in good faith), (vii) losses, charges or expenses with respect to litigation, investigations and other legal matters disclosed under the section “Business - Legal Proceedings” in the Registration Statement (or legal matters arising out of the same or similar facts, circumstances or allegations that such litigation, investigations, and other legal matters relate to), not to exceed \$10,000,000 in aggregate over the term of this Agreement), (viii) [reserved], (ix) all other non-Cash expenses or losses including, without limitation, non-Cash stock compensation expenses for officers, directors, employees and consultants (other than (A) any such non-Cash expense or charge to the extent it represents an accrual of or reserve for Cash expenditures or charge in any future period and (B) write-downs or reserves of account receivables or inventory), (x) all Equity Related Compensation Payments, (xi) corporate reorganization costs, other than restructuring and other exit costs otherwise described in this definition, associated with the Company’s corporate restructuring and cost savings plan such as financial consulting fees, retention bonuses for key employees, travel expenses related to transition of responsibilities between locations and other similar costs, (xii) (A) any impairment charge or asset write-off or write-down, in each case relating to an intangible asset, pursuant to FASB ASC 360-10-20 and FASB ASC 350 or successor or related provision, (B) the amortization of intangible assets arising pursuant to FASB ASC 805 or successor or related provision, (C) the amortization or write-off deferred financing fees and (D) the amortization of other intangible assets, (xiii) all expenses incurred in connection with the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, in an aggregate amount not to exceed the sum of (A) \$6,000,000 plus (B) the full amount of any fees paid or payable to the Lenders in connection with the Sixth Amendment, and (xiv) transaction, integration and

restructuring fees and expenses incurred in connection with the Bloom Acquisition incurred prior to December 31, 2017 and not exceeding \$33,000,000 in the aggregate during the term of this Agreement, minus (c) the following to the extent included in Consolidated Net Income: (i) extraordinary, unusual or nonrecurring cash gains or income for such period (excluding any proceeds of business interruption insurance), (ii) non-cash gains and income for such period (other than (A) any such gain or income representing a reversal of an accrual or a reserve for any cash charge in any future period to the extent a corresponding cash payment was not made and (B) accruals or other items expected to result in a cash payment in a future period) and (C) any foreign currency translation or transaction gains (including gains related to currency remeasurements of indebtedness). Consolidated Adjusted EBITDA shall be calculated on a Pro Forma Basis.

(b) The following new definitions are hereby added to Section 1.01 of the Existing Credit Agreement in the appropriate alphabetical order to read as follows:

“Sixth Amendment” means that certain Sixth Amendment to Credit Agreement, dated as of the Sixth Amendment Effective Date, by and among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent.

“Sixth Amendment Effective Date” means October 31, 2018.

(c) Section 2.05(b)(viii) of the Existing Credit Agreement is hereby amended to read as follows:

(viii) Limited Availability Period. Each Borrower shall immediately prepay Revolving A Loans, Revolving B Loans and/or Swing Line Loans made to it, and/or the Company shall Cash Collateralize the L/C Obligations, in an aggregate amount as is necessary to cause the sum of the Total Revolving A Outstandings plus the Outstanding Amount of all Revolving B Loans to not exceed the following amounts for the periods set forth therein

Period	Amount
November 1, 2018 – December 1, 2018	\$152,500,000
December 2, 2018 – December 29, 2018	\$140,000,000
December 30, 2018 – February 23, 2019	\$170,000,000
February 24, 2019 – March 2, 2019	\$110,000,000
March 3, 2019 – March 30, 2019	\$125,000,000
March 31, 2019 – April 13, 2019	\$155,000,000
April 14, 2019 – May 18, 2019	\$170,000,000
May 19, 2019 – May 25, 2019	\$90,000,000

May 26, 2019 – June 22, 2019	\$130,000,000
June 23, 2019 – July 6, 2019	\$150,000,000
July 7, 2019 – July 20, 2019	\$160,000,000
July 21, 2019 – Maturity Date	\$170,000,000

; it being understood that availability in excess of \$150,000,000 from and after July 6, 2019 will be subject to the Company's 13-week cash forecast supporting any borrowing above such level.

(d) Section 2.09(b)(iii) of the Existing Credit Agreement is hereby amended to read as follows:

(iii) [reserved].

(e) Section 7.01(b) of the Existing Credit Agreement is hereby amended to read as follows:

(b) Quarterly and Other Interim Financials: as soon as available and in any event within 45 days after the end of each Fiscal Quarter (and for purposes of compliance with financial covenants measured as of the trailing twelve months ending November 30, 2018, within 45 days after November 30, 2018, it being understood that the financial statements delivered pursuant to this paragraph for the twelve-month period ending November 30, 2018 will exclude any impact or effect from the Company's annual impairment testing), other than the last Fiscal Quarter of any Fiscal Year, the consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal period (or trailing twelve month period if applicable) and the related consolidated statements of income and cash flows of the Company and its Subsidiaries for such fiscal period (or trailing twelve month period if applicable) and for the period from the beginning of the then current Fiscal Year to the end of such fiscal period, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, to the extent prepared for such fiscal period, all in reasonable detail and certified by a Financial Officer of the Company that they fairly present, in all material respects, the financial condition of the Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments and the absence of footnotes;

(f) Section 7.01(c) of the Existing Credit Agreement is hereby amended to read as follows:

(c) Year-End Financials: as soon as available and in any event within 90 days after the end of each Fiscal Year, (i) the consolidated balance sheets of the Company and its Subsidiaries and the related consolidated statements of income and cash flows of the Company and its Subsidiaries for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, all in reasonable detail and certified by a Financial Officer of the Company that they fairly

present, in all material respects, the financial condition of the Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated and (ii) in the case of such consolidated financial statements, a report thereon of Deloitte LLP or other independent certified public accountants of recognized national standing selected by the Company, which report shall be unqualified and specifically may not contain a “going concern” explanatory statement, and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards; provided, however, in addition to the foregoing, with respect to the Fiscal Year ending December 31, 2018, the Company shall provide preliminary drafts of the required year-end financial statements (together with a draft Compliance Certificate calculated using the information therefrom) no later than February 28, 2019;

(g) Section 7.12(c) of the Existing Credit Agreement is hereby amended to delete the word “and” at the end of subsection (i), to replace the existing subsection (ii) with the following subsection (ii) and add a new subsection (iii) to read as follows:

(ii) on the fourth Business Day of each week following the end of each week set forth in the Budget, in form and detail reasonably acceptable to the Administrative Agent, a report that sets forth for the immediately preceding week, and cumulatively, a comparison of the Company’s actual cash receipts for, cash disbursements for, and availability under the Revolving Commitments as of the end of, such week to the Company’s projected cash receipts for, cash disbursements for, and availability under the Revolving Commitments as of the end of, such week as set forth in the Budget (the “Variance Report”), which report will contain a supplemental schedule estimating and reconciling professional fees broken out by applicable professional; and

(iii) on or before December 15, 2018, the Borrowers shall deliver to the Administrative Agent a cash forecast for the 2019 calendar year, broken out by week, in a form reasonably satisfactory to the Administrative Agent, laying out the Borrowers’ and their respective Subsidiaries projected cash flow corresponding to the Borrowers’ 2019 monthly budget.

(h) Section 8.06 of the Existing Credit Agreement is hereby amended to read as follows:

8.06 Financial Covenants.

(a) Maximum Consolidated Net Leverage Ratio. The Company shall not permit the Consolidated Net Leverage Ratio as of the last day of the most recently ended applicable period ending on the dates set forth below to exceed the correlative ratio indicated for such period (or period including such Fiscal Quarter or twelve month period):

Period	Ratio
Twelve Month Period Ending 11/30/18	7.50 to 1.0

Four Fiscal Quarter Period Ending 12/31/18	6.00 to 1.0
Four Fiscal Quarter Period Ending 3/31/19	3.90 to 1.0
Four Fiscal Quarter Period Ending 6/30/19	3.60 to 1.0
Four Fiscal Quarter Period Ending 9/30/19	4.00 to 1.0

; it being understood that calculation of the Consolidated Net Leverage Ratio for the twelve-month period ending November 30, 2018 will be made excluding any impact or effect from the Company's annual impairment testing.

(b) Minimum Consolidated Fixed Charge Coverage Ratio. The Company shall not permit the Consolidated Fixed Charge Coverage Ratio as of the last day of the most recently ended applicable period ending on the dates set forth below to be less than the correlative ratio indicated for such period (or period including such Fiscal Quarter or twelve month period):

Period	Ratio
Twelve Month Period Ending 11/30/18	0.55 to 1.0
Four Fiscal Quarter Period Ending 12/31/18	0.60 to 1.0
Four Fiscal Quarter Period Ending 3/31/19	1.00 to 1.0
Four Fiscal Quarter Period Ending 6/30/19	1.15 to 1.0
Four Fiscal Quarter Period Ending 9/30/19	1.20 to 1.0

; it being understood that calculation of the Consolidated Fixed Charge Coverage Ratio for the twelve-month period ending November 30, 2018 will be made excluding any impact or effect from the Company's annual impairment testing.

(i) Section 9.01(l) of the Existing Credit Agreement is amended to delete the "." at the end of such subsection and a new subsection (m) shall be added to Section 9.01 of the Existing Credit Agreement and shall read as follows:

(m) Strategic Alternatives Review Process. The Company ceases to actively and diligently pursue implementation of the strategic alternatives currently being analyzed by the Company, other than in connection with (i) the announcement of a material definitive agreement providing for a transaction that would permit the Company and its Subsidiaries to continue as a going concern or (ii) adoption by the Company of an alternative strategy reasonably acceptable to the Required Lenders that provides reasonable assurance of repayment in full of the Obligations no later than the Maturity Date.

3. Effectiveness; Conditions Precedent. This Amendment shall be and become effective as of date hereof when all of the conditions set forth in this Section 3 shall have been satisfied.

(a) Execution of Counterparts of Amendment. The Administrative Agent shall have received counterparts of this Amendment, which collectively shall have been duly executed on behalf of each of each Borrower, each Guarantor, the Administrative Agent and the Required Lenders.

(b) Opinions of Counsel. The Administrative Agent shall have received favorable opinions of legal counsel to the Borrowers and the Guarantors, addressed to the Administrative Agent and each Lender, dated as of the date hereof, and in form and substance reasonably satisfactory to the Administrative Agent.

(c) Organization Documents, Resolutions, Etc. The Administrative Agent shall have received the following, in form and substance satisfactory to the Administrative Agent:

(i) copies of the Organization Documents of each U.S. Loan Party certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such U.S. Loan Party to be true and correct as of the date hereof (or a certification that such Organization Documents have not been amended since the Second Amendment Effective Date);

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each U.S. Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such U.S. Loan Party is a party (or, with respect to incumbency certificates, a certification that the Responsible Officers listed on the incumbency certificates delivered on the Second Amendment Effective Date have not changed);

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each U.S. Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation; and

(iv) in relation to the UK Borrower, (A) a copy of a resolution of the board of directors of the UK Borrower (1) approving the terms of, and the transactions contemplated by, this Amendment and resolving that it execute this Amendment, (2) authorizing a specified person or persons to execute this Amendment on its behalf, and (3) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with this Amendment; (B) a certificate of the UK Borrower (signed by a director) confirming that the constitutional documents and resolution of the board of directors of the UK Borrower are correct, complete and in full force and effect as at a date no earlier than the date of this Amendment; and (C) copies of the Organization Documents of the UK Borrower (or a certification that such Organization Documents have not been amended since the Second Amendment Effective Date).

(d) KYC: Beneficial Ownership Certification. Upon the reasonable request of any Lender made at least five days prior to the Closing Date, the Company shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act. If any Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, such Borrower shall deliver to the Administrative Agent and the Lenders, a Beneficial Ownership Certification in relation to such Borrower

(e) Fees. The Company shall have paid to the Administrative Agent, for its own account and for the account of the Lenders executing this Amendment, as applicable, all fees required to be paid in connection with this Amendment.

4. Expenses. The Loan Parties agree to reimburse the Administrative Agent for all reasonable documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the (a) reasonable documented fees and expenses of Moore & Van Allen PLLC, and (b) the fees and expenses of FTI Consulting, Inc.

5. Ratification; Acknowledgment. Each Loan Party acknowledges and consents to the terms set forth herein and agrees that this Amendment does not impair, reduce or limit any of its obligations under the Loan Documents, as amended hereby. This Amendment is a Loan Document.

6. Representations. Each Loan Party represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Loan Party and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) applicable Debtor Relief Laws and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) The execution and delivery of this Amendment does not violate, contravene or conflict with any provision of its Organization Documents.

(d) The Obligations are not subject to any offsets, defenses or counterclaims.

(e) No Default exists on and as of the date of this Amendment.

(f) After giving effect to this Amendment, the representations and warranties set forth in Article VI of the Credit Agreement are true and correct in all material respects (or if such representation and warranty is qualified by materiality or Material Adverse Effect, it shall be true and correct) as of the date hereof unless they specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or if such representation and warranty is qualified by materiality or Material Adverse Effect, it shall be true and correct) as of such earlier date.

(g) As of the Sixth Amendment Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

7. Lender Representations, Warranties and Covenant. Each Lender party hereto represents and warrants that, after giving effect to this Amendment, the representations and warranties of such Lender set forth in Section 10.12 of the Credit Agreement are true and correct as of the date of this Amendment. Each Lender party hereto hereby agrees to comply with the covenants applicable to such Lender set forth in Section 10.12 of the Credit Agreement.

8. Successors and Assigns; No Third Party Beneficiaries. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other Person shall have or be entitled to assert rights or benefits under this Amendment.

9. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.

10. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Acknowledgment of Guarantors. The Guarantors acknowledge and consent to all of the terms and conditions of this Amendment and agree that this Amendment and any documents executed in connection herewith do not operate to reduce or discharge the Guarantors' obligations under the Credit Amendment or the other Loan Documents.

12. Release. In consideration of the agreements of the Administrative Agent and the Required Lenders set forth in this Amendment, the Loan Parties hereby release and forever discharge the Administrative Agent, each L/C Issuer, the Swing Line Lender, the Lenders and the Administrative Agent's, each L/C Issuer's, the Swing Line Lender's and each Lender's respective predecessors, successors, assigns, officers, managers, directors, employees, agents, attorneys, representatives and affiliates (collectively, the "Lender Group") from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions and causes of action of any nature whatsoever, in each case to the extent arising in connection with any of the Loan Documents through and including the Sixth Amendment Effective Date, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which any of the Loan Parties may have or claim to have against any member of the Lender Group.

13. No Actions, Claims. Each Loan Party represents, warrants, acknowledges and confirms that, as of the date hereof, it has no knowledge of any action, cause of action, claim, demand, damage or liability of whatever kind or nature, in law or in equity, against any member of the Lender Group arising from any action by such Persons, or failure of such Persons to act, under or in connection with any of the Loan Documents.

14. Counterparts/Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Amendment by telecopy or other secure electronic format (.pdf) shall be effective as an original.

15. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

COMPANY: FTD COMPANIES, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President and Chief Financial Officer

UK BORROWER: INTERFLORA BRITISH UNIT,
a company incorporated under the Laws
of England & Wales

By: /s/ Rhys J. Hughes
Name: Rhys J. Hughes
Title: Director

GUARANTORS: FLORISTS' TRANSWORLD DELIVERY, INC.,
a Michigan corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD GROUP, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD.CA, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD.COM INC.,
a Florida corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE COMMERCE, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE CARDS, INC.,
a California corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

PROVIDE CREATIONS, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

GIFTCO, LLC,
a Delaware limited liability company

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

FTD MOBILE, INC.,
a Delaware corporation

By: /s/ Steven Barnhart
Name: Steven Barnhart
Title: Executive Vice President, Chief Financial Officer and Treasurer

ADMINISTRATIVE
AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Mary Lawrence
Name: Mary Lawrence
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and Swing Line Lender

By: /s/ John Schuessler

Name: John Schuessler

Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tracie Plummer
Name: Tracie Plummer
Title: Director

BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Kristina Burden
Name: Kristina Burden
Title: Director

BANK OF MONTREAL,
as a Lender

By: /s/ Jack J. Kane
Name: Jack J. Kane
Title: Managing Director

COMPASS BANK,
as a Lender

By: /s/ Jon McCurdy
Name: Jon McCurdy
Title: SVP

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Terry A. Graffis
Name: Terry A. Graffis
Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Fred Schimel
Name: Fred Schimel
Title: Vice President

MUFG UNION BANK, N.A.,
as a Lender

By: /s/ Malcolm D. McDuffie
Name: Malcolm D. McDuffie
Title: Director

REGIONS BANK,
as a Lender

By: /s/ Arthur E. Cutler
Name: Arthur E. Cutler
Title: Senior Vice President

FIRST BANK OF HIGHLAND PARK,
as a Lender

By: /s/ Lynn M. Rosinsky
Name: Lynn M. Rosinsky
Title: Senior Vice President

FCS COMMERCAL FINANCE GROUP, FOR AGCOUNTRY FARM
CREDIT SERVICES, PCA, as a Lender

By: /s/ Eric Born
Name: Eric Born
Title: Vice President

COMPEER FINANCIAL, PCA successor to 1st FARM CREDIT
SERVICES, PCA, as a Lender

By: /s/ Dale A. Richardson

Name: Dale A. Richardson

Title: Managing Director, Capital Markets