

SECOND AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT

DATED AS OF [], 2024

AMONG

**ASSOCIATIONS HOLDINGS, INC., a Texas corporation,
as Holdings**

**ASSOCIATIONS FINANCE, INC., a Delaware corporation,
as Intermediate Holdings**

**ASSOCIATIONS, INC., a Texas corporation,
as Administrative Borrower**

**ADVANCED TECHNOLOGY GROUP, INC., a Pennsylvania corporation, PMG
HOLDINGS, INC., a Texas corporation, TCC STAFF MANAGEMENT, INC., a Texas
corporation and THE PORTFOLIO CONSORTIUM, INC., a Texas corporation
as additional Borrowers,**

certain Subsidiaries of Holdings party hereto from time to time, as Guarantors,

**BLUE OWL CAPITAL CORPORATION
as Administrative Agent, as a Lender and
as Sole Bookrunner and Sole Lead Arranger,**

**the Affiliates of Blue Owl Capital Corporation party hereto,
as Co-Syndication Agents**

AND

**THE ADDITIONAL LENDERS
FROM TIME TO TIME PARTY HERETO**

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ANNEXES, EXHIBITS AND SCHEDULES

ANNEXES

- Annex A - Commitment Annex

EXHIBITS

- Exhibit A - Form of Assignment Agreement
- Exhibit B - Form of Compliance Certificate
- Exhibit C - Form of Notice of Borrowing
- Exhibit D - Form of Payment Notification
- Exhibit E - Form of Tax Compliance Certificate
- Exhibit F - Form of Joinder Agreement
- Exhibit G - Form of Solvency Certificate
- Exhibit H - Form of Revolving Loan Note
- Exhibit I - Form of Term A Note
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- Exhibit K - Explanatory Calculation of Incurrence EBITDA

SCHEDULES

- Schedule 1.1(a) - Ancillary Agreements
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- Schedule 3.1 - Existence, Organizational Identification Numbers, Foreign Qualification, Prior Names
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SECOND AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT (this “**Agreement**”) is entered into as of [], 2024 among ASSOCIATIONS, INC., a Texas corporation, (“**Associations**”), ADVANCED TECHNOLOGY GROUP, INC., a Pennsylvania corporation (“**ATG**”), PMG HOLDINGS, INC., a Texas corporation (“**PMG Holdings**”), TCC STAFF MANAGEMENT, INC., a Texas corporation (“**TCC**”) and THE PORTFOLIO CONSORTIUM, INC., a Texas corporation (“**Portfolio Consortium**”; Portfolio Consortium, together with Associations, ATG, PMG Holdings and TCC, jointly and severally, “**Borrowers**”, and individually, each a “**Borrower**”), ASSOCIATIONS HOLDINGS, INC., a Texas corporation (“**Holdings**”), the other Subsidiaries of Holdings from time to time party hereto, as Guarantors, the financial institutions from time to time party hereto, as Lenders, BLUE OWL CAPITAL CORPORATION, a Maryland corporation, as Administrative Agent, sole bookrunner and sole lead arranger and the Affiliates of Blue Owl Capital Corporation party hereto as Co-Syndication Agents (collectively, the “**Co-Syndication Agents**”).

RECITALS:

WHEREAS, the Borrowers, Holdings, the other Guarantors party thereto, the Lenders party thereto (the “**Existing Lenders**”), the Administrative Agent have heretofore entered into that certain Credit and Guaranty Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Original Credit Agreement**”) providing for certain term loans, delayed draw term loans and revolving credit commitments to the Borrowers;

WHEREAS, the Borrowers, Holdings, the other Guarantors, the Lenders and the Administrative Agent wish to amend and restate the Original Credit Agreement on the terms and subject to the conditions contained herein (the “**Restatement**”);

WHEREAS, each Existing Lender with Existing Term Loans will either (a) exchange its Existing Term Loans on a cashless basis for Term Loans under this Agreement and/or (b) have its Existing Term Loans refinanced on the Restatement Date with proceeds of Term Loans under this Agreement;

WHEREAS, each Existing Lender with Existing Revolving Commitments will either (a) exchange its Existing Revolving Commitments for Revolving Loan Commitments under this Agreement and exchange its Existing Revolving Loans on a cashless basis for Revolving Loans under this Agreement and/or (b) not exchange its Existing Revolving Commitments for Revolving Loan Commitments under this Agreement and have its Existing Revolving Loans refinanced on the Restatement Date with proceeds of Revolving Loans under this Agreement;

WHEREAS, each of the Borrowers, Holdings, the other Guarantors, the Administrative Agent and the Lenders wish to consummate the Restatement and provide for (x) the certification, confirmation and continuation of certain loans, (y) the extension of (i) the Term Loan A Commitment, (ii) the Delayed Draw Term Commitments and (iii) increased Revolving Loan Commitments and (z) other amendments to the Original Credit Agreement as herein provided.

NOW, THEREFORE, the parties hereto hereby agree to (w) the Restatement, (x) the certification, confirmation and continuation of certain Loans, (y) the extension of (i) the Term Loan A Commitment, (ii) Delayed Draw Term Commitments and (iii) increased Revolving Loan Commitments and (z) other amendments to the Original Credit Agreement as herein provided.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Borrowers, Holdings, the other Guarantors, Lenders and Administrative Agent agree as follows:

ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Certain Defined Terms.

The following terms have the following meanings:

“**Account Debtor**” means “account debtor”, as defined in Article 9 of the UCC.

“**Accounts**” means “accounts” (as defined in Article 9 of the UCC), including any and all rights to payment for the sale or lease of goods or rendition of services, whether or not they have been earned by performance.

“**Acquired EBITDA**” means, with respect to any Acquired Entity or Business for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business, as determined on a consolidated basis for such Acquired Entity or Business.

“**Acquired Entity or Business**” has the meaning specified in the definition of the term “Consolidated EBITDA”.

“**Acquisition Consideration**” means the purchase consideration for a Permitted Acquisition or the Permitted Grid Acquisition, as applicable, whether paid in cash or by exchange of properties or otherwise and whether payable at or prior to the consummation of a such acquisition or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency and includes any and all payments representing the purchase price and any assumption of Debt, and including the maximum amount payable in respect of earnouts and other agreements to make any payment the amount of which, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business; *provided* that at any time after the consummation of such acquisition all or any portion of such deferred payment or Contingent Obligation that has expired and is not payable in accordance with the underlying documentation shall not be included in connection with any cap for purposes of determining future acquisitions.

“**Additional Margin**” shall mean, as of any date of determination, the applicable per annum rate set forth in the first table in the defined term “Applicable Margin” under the heading “Additional Margin”.

“**Additional Titled Agents**” has the meaning set forth in Section 11.15.

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

“**Administrative Agent**” means Blue Owl in its capacity as administrative agent for Lenders hereunder, as such capacity is established and subject to the provisions of Article 11, and the successors of Blue Owl in such capacity.

“**Administrative Borrower**” has the meaning set forth in Section 2.13(j).

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affected Lender**” has the meaning set forth in Section 12.6(c).

“**Affiliate**” means with respect to any Person (i) any Person that directly or indirectly controls such Person and (ii) any Person which is controlled by or is under common control with such controlling Person and (iii) each of such Person’s (other than, with respect to any Lender, and Lender’s) officers or directors (or other Persons acting in similar roles). As used in this definition, the term “**control**” of a Person means the possession, directly or indirectly, of the power to vote ten percent (10.0%) or more of the voting securities of such Person to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, no Lender shall be deemed to be an Affiliate of a Credit Party or its Subsidiaries hereunder or under the other Credit Documents solely as a result of being a Lender under this Agreement or as a result of holding preferred stock of Intermediate Holdings that does not constitute Disqualified Stock.

“**Agents**” has the meaning set forth in Section 11.16.

“**Aggregate Payments**” has the meaning set forth in Section 10.6.

“**Agreement**” means this Credit and Guaranty Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“**Ancillary Agreements**” shall mean each of the agreements set forth on Schedule 1.1(a), in each case as in effect on the date of such agreement as described on Schedule 1.1(a) (in each case, as amended, supplemented or otherwise modified to the extent set forth in Schedule 1.1(a)).

“**Anti-Corruption Laws**” means all laws, rules and regulations of any jurisdiction applicable to the Credit Parties and the other Subsidiaries from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended.

“**Anti-Money Laundering Laws**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA

PATRIOT Act”) of 2001 (Title III of Pub. L. 107-56), The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and other applicable anti-money laundering, and “know your client” applicable Laws, whether within the United States or elsewhere, including any regulations, guidelines or orders thereunder, or amendments thereof.

“**Anti-Terrorism Laws**” means Executive Order 13224 (effective September 24, 2001) and other applicable anti-terrorist financing Laws, whether within the United States or elsewhere, including any regulations, guidelines or orders thereunder.

“**Applicable ECF Percentage**” means, for any Fiscal Year, (a) 50% if the Total Net Leverage Ratio as of the last day of such Fiscal Year is greater than or equal to 6.50 to 1.00, (b) 25% if the Total Net Leverage Ratio as of the last day of such Fiscal Year is less than 6.50 to 1.00 and greater than or equal to 5.00 to 1.00, and (c) 0% if the Total Net Leverage Ratio as of the last day of such Fiscal Year is less than 5.00 to 1.00.

“**Applicable Incurrence Level**” means 7.65 to 1.00.

“**Applicable Margin**” means, as determined at any date, an additional spread:

(a) commencing on the Restatement Date and continuing until the date immediately prior to the first Business Day after the date on which the Administrative Agent receives copies of the financial statements required to be delivered pursuant to Section 4.1(a) in respect of the Fiscal Quarter of Holdings and its Subsidiaries ending June 30, 2024 and the accompanying Compliance Certificate with respect to such financial statements required to be delivered pursuant to Section 4.1(c), equal to the Applicable Margin set at Pricing Level 2 in the tables below and (b) thereafter, equal to the rate per annum set forth under the relevant column heading set forth in the tables below:

TERM LOANS

<u>Pricing Level</u>	<u>Total Net Leverage Ratio</u>	<u>SOFR Loans</u>	<u>Base Rate Loans</u>	<u>Additional Margin</u>
1	>7.25 to 1.00	6.50% plus the Additional Margin	5.75%	0.25%
2	≤7.25 to 1.00	6.50%	5.50%	0.00%

REVOLVING LOANS

<u>Pricing Level</u>	<u>Total Net Leverage Ratio</u>	<u>SOFR Loans</u>	<u>Base Rate Loans</u>	<u>Additional Margin</u>
1	>7.25 to 1.00	6.50% plus the Additional Margin	5.75%	0.25%
2	≤7.25 to 1.00	6.50%	5.50%	0.00

Any increase or decrease in the Applicable Margin resulting from a change in the Total Net Leverage Ratio shall become effective as of the first Business Day immediately following the date of delivery of the Compliance Certificate required to be delivered pursuant to Section 4.1(c) in connection with the delivery by the Credit Parties of the consolidated financial statements required to be delivered to the Administrative Agent pursuant to Section 4.1(a). Notwithstanding the foregoing, (a) if the Credit Parties fail to deliver the financial statements required by Section 4.1(a) and the related Compliance Certificate required by Section 4.1(c), by the respective date required thereunder after the end of any related Fiscal Quarter of Holdings, the Applicable Margin shall be the Applicable Margin at Pricing Level 1 in the foregoing table until such financial statements and Compliance Certificate are delivered and (b) no reduction to the Applicable Margin shall become effective at any time when an Event of Default has occurred and is continuing (but, for the avoidance of doubt, shall become effective on and after the date such Event of Default is no longer continuing).

If, as a result of any restatement of or other adjustment to the financial statements of the Credit Parties or for any other reason, the Administrative Agent determines that (x) the Total Net Leverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (y) a proper calculation of the Total Net Leverage Ratio would have resulted in different pricing for any period, then (i) if the proper calculation of the Total Net Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall automatically and retroactively be obligated to pay to the Administrative Agent, for the benefit of the applicable Lenders, promptly on demand by the Administrative Agent, an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period; and (ii) if the proper calculation of the Total Net Leverage Ratio would have resulted in lower pricing for such period, neither the Administrative Agent nor any Lender shall have any obligation to repay any interest or fees to the Borrower.

“**Applicable Premium**” means, as of the date of the occurrence of an Applicable Premium Trigger Event: (i) during the period on and after the Restatement Date through and including the date that is the first anniversary of the Restatement Date, an amount equal to two percent (2.00%) of the principal amount of the Term Loan prepaid (or in the case of an Applicable Premium Trigger Event occurring under clauses (b), (c) or (d) of the definition thereof, deemed to be prepaid) on such date in cash to Administrative Agent for the ratable account of the Lenders, (ii) during the period of time after the date that is the first anniversary of the Restatement Date through and including the date that is the second anniversary of the Restatement Date, an amount equal to one percent (1.00%) of the principal amount of the Term Loan prepaid (or in the case of an Applicable Premium Trigger Event occurring under clauses (b), (c) or (d) of the definition thereof, deemed to be prepaid) on such date in cash to Administrative Agent for the ratable account of the Lenders, and (iii) after the second anniversary of the Restatement Date, zero. In each case of clauses (i) through (iii) preceding, as such premium may be reduced pursuant to the provisions of Section 2.2(g).

“**Applicable Premium Trigger Event**” means:

(a) any prepayment by any Credit Party of all, or any part, of the principal balance of any Term Loan for any reason (including, but not limited to, any optional prepayment or mandatory prepayment, and distribution in respect thereof, and any refinancing thereof), whether in whole or in part, and whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any case or other proceeding by any Credit Party seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or such Credit Party shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or such Credit Party shall make a general assignment for the benefit of creditors, or formally admits in writing its inability or shall fail generally to pay its debts as they become due, or such Credit Party shall take any corporate action to authorize any of the foregoing (any of the foregoing items set forth in this clause (ii), an “**Insolvency Proceeding**”), and notwithstanding any acceleration (for any reason) of the Obligations; *provided*, that, notwithstanding the foregoing, (x) any payment required to be made pursuant to 2.2(b)(i) shall not constitute an Applicable Premium Trigger Event and (y) the consummation of the Permitted Town Square Disposition and/or the Permitted Grid Disposition shall not constitute an Applicable Premium Trigger Event;

(b) the acceleration of the Obligations for any reason, including, but not limited to, acceleration in accordance with Section 8.2, including as a result of the commencement of an Insolvency Proceeding;

(c) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to Administrative Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(d) the termination of this Agreement for any reason.

For purposes of the definition of the term Applicable Premium, if an Applicable Premium Trigger Event occurs under clause (b), (c) or (d), the entire outstanding principal amount of the Term Loan shall be deemed to have been prepaid on the date on which such Applicable Premium Trigger Event occurs.

“**Approved Fund**” means any (i) investment company, fund, trust, securitization vehicle, joint venture or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business or (ii) any Person (other than a natural person) which temporarily warehouses loans for any Lender or any entity described in the preceding clause (i) and that, with respect to each of the preceding clauses (i) and (ii), is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a Lender.

“**Asset Disposition**” means any sale, lease, license, transfer, assignment or other consensual disposition by any Credit Party, any Subsidiary thereof, any member of the Social Condo Group or any member of the Grid Systems Group of any asset.

“**Assignment Agreement**” means an agreement substantially in the form of Exhibit A hereto or any other form agreed to by Administrative Agent and Administrative Borrower.

“**Availability**” means, as of any date of determination, the sum of (x) the Revolving Loan Commitment, minus (y) the Revolving Loan Outstandings; *provided*, that at any time that the conditions precedent to borrow Revolving Loans under this Agreement are not satisfied, Availability shall be deemed to be \$0.

“**Available Amount**” means, at any time (the “**Available Amount Reference Time**”), an amount (which shall not be less than zero) equal to the sum of (without duplication):

(a) the cumulative amount (to the extent positive) of Excess Cash Flow for all Fiscal Years completed after the Restatement Date (commencing with the Fiscal Year ending December 31, 2023) and prior to the Available Amount Reference Time, minus the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of the Term Loan in accordance with Section 2.2(b)(i); plus

(b) the cumulative amount of capital contributions and Net Cash Proceeds from any issuances of Equity Interests of Holdings or Intermediate Holdings (other than (x) Disqualified Stock and (y) any Specified Equity Contribution) received by any Borrower after the Restatement Date and during the consecutive 180 day period ending at the Available Amount Reference Time; plus

(c) the cumulative amount of any mandatory prepayment required to be made pursuant to Section 2.2(b) but declined by all Lenders pursuant to and in accordance with Section

2.2(e) and not otherwise applied to repay any outstanding Debt of the Borrowers or any Subsidiaries; plus

(d) to the extent not (i) already included in the calculation of Consolidated Net Income of Holdings and its Subsidiaries or (ii) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all cash dividends and other cash distributions received by any Credit Party or Subsidiary during the period from the Restatement Date through the Available Amount Reference Time from any Investments made using the Available Amount pursuant to Section 5.8(u) in an aggregate amount not to exceed the amount by which the Available Amount was reduced when making such Investment; plus

(e) to the extent not (i) already included in the calculation of Consolidated Net Income of Holdings and its Subsidiaries or (ii) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all Net Cash Proceeds received by any Credit Party or Subsidiary during the period from the Restatement Date through the Available Amount Reference Time in connection with the sale, transfer or other disposition of an Investment made using the Available Amount pursuant to Section 5.8(u) in an aggregate amount not to exceed the amount by which the Available Amount was reduced when making such Investment; plus

(f) in the event any Unrestricted Subsidiary has been re-designated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, any Credit Party or Restricted Subsidiary, the fair market value of the Investments by the Credit Parties and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), in each case to the extent such Investments correspond to the designation of a Subsidiary as an Unrestricted Subsidiary and were originally made using the Available Amount pursuant to Section 5.8(u), in an aggregate amount not to exceed the amount by which the Available Amount was reduced when making such Investments; minus

(g) the cumulative amount of (i) any Investments made pursuant to Section 5.8(u), (ii) any Restricted Distribution made pursuant to Section 5.4(o) and (iii) any payments of Debt made pursuant to Section 5.6(a)(ii), in each case, during the period commencing on the Restatement Date and ending prior to the Available Amount Reference Time (and, for purposes of this clause (d), without taking account of the intended usage of the Available Amount at such Available Amount Reference Time).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any

tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 1.8(b)(iv).

“**Auction**” shall have the meaning provided in Section 2.15(a).

“**Auction Manager**” shall have the meaning provided in Section 2.15(a).

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bank**” means any bank, credit union, thrift, savings and loan association or other similar depository institution, in each case to the extent it is a regulated financial institution under either federal or state law.

“**Bankruptcy Code**” means Title 11 of the United States Code entitled “Bankruptcy”, as amended.

“**Base Rate**” means a per annum rate of interest equal to the greatest of (i) the rate last quoted by *The Wall Street Journal* (or another national publication selected by Administrative Agent) as the U.S. “Prime Rate,” (ii) the Federal Funds Rate plus 50 basis points and (iii) Adjusted Term SOFR for an Interest Period of one month plus 100 basis points. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Federal Funds Rate, the Prime Rate or Adjusted Term SOFR, respectively.

“**Base Rate Loans**” means any Loans which accrue interest by reference to the Base Rate, in accordance with the terms of this Agreement.

“**Base Rate Term SOFR Determination Day**”: as specified in the definition of “Term SOFR”.

“**Benchmark**” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 1.8(b)(i).

“**Benchmark Replacement**” means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) the sum of (i) Daily Simple SOFR and (ii) Term SOFR Adjustment or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Administrative Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

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

“**Benchmark Replacement Adjustment**” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Administrative Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“**Benchmark Replacement Date**” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and

even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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

“**Benchmark Transition Start Date**” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 1.8(b) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 1.8(b).

“Blocked Person” means any Person: (i) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (ii) owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (iii) with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law or under any Sanction; or (iv) that is named a “specially designated national” or “blocked person” on the most current list published by OFAC or other similar list.

“Blue Owl” means Blue Owl Capital Corporation and its successors and any Affiliate that is an assignee hereunder of Blue Owl Capital Corporation.

“Board” has the meaning set forth in Section 5.9(e).

“Bona Fide Lending Affiliate” means any bona fide debt fund, investment vehicle, regulated banking entity or non-regulated lending entity that is engaged in making, purchasing, holding or otherwise investing in commercial loans, notes, debt securities and similar securities or extensions of credit in the ordinary course of its business.

“Borrower” or **“Borrowers”** has the meaning set forth in the preamble to this Agreement.

“Borrowing” means a borrowing consisting of simultaneous Loans of the same Type and, in the case of a SOFR Borrowing, having the same Interest Period made by the Lenders.

“Business Day” means any day except a Saturday, Sunday or other day on which either the New York Stock Exchange is closed, or on which commercial banks in New York City are authorized by Law to close and, in the case of a Business Day which relates to a SOFR Loan, any day which is a U.S. Government Securities Business Day.

“Capital Expenditures” means, for any period for Holdings and its Subsidiaries, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including expenditures in connection with the acquisition and/or the development of software, information technology infrastructure, networking and all amounts expended or capitalized under Capital Leases) by such Person during such period that are required to be capitalized on the consolidated balance sheet of such person in accordance with GAAP, but excluding expenditures during such period of calculation (a) for replacements, substitutions, restorations, acquisitions, repairs or other expenditures made with Net Cash Proceeds of (i) insurance or condemnation proceeds (including Major Casualty Proceeds to the extent such capital expenditure is made during the reinvestment period provided in Section 2.2(b)(ii)) or (ii) an Asset Disposition to the extent such capital expenditure is made during the reinvestment period provided in Section 2.2(b)(iv), (b) which is

contractually required to be, and is, reimbursed to Holdings, any Borrower or a Subsidiary in cash by a third party (including landlords and developers) within forty-five (45) days of such expenditure, (c) to the extent the purchase price therefor is credited against the trade-in value of, Equipment, or a concurrent sale of used or surplus Equipment exchanged substantially concurrently with such expenditure, or (d) made using the Available Amount pursuant to Section 5.8(u).

“Capital Lease” of any Person means any lease of any property by such Person as lessee which would, in accordance with GAAP, be required to be accounted for as a capital lease on the balance sheet of such Person, including but not limited to, capital leases in connection with the acquisition and/or the development of software, information technology infrastructure and networking.

“Carona Affiliated Bank” means any Bank (i) that a Carona Permitted Holder, Credit Party or Subsidiary has primary authority to control the management or direction of such Bank or (ii) that the Carona Permitted Holders, Credit Parties or Subsidiaries collectively hold more than 50% of the voting Equity Interests therein or have the ability to appoint a majority of the board of directors or similar governing body thereof. As of the Restatement Date, Harmony Bank is the only Carona Affiliated Bank.

“Carona Permitted Holders” means each of (a) John J. Carona, Helen Eden Carona, and their children and direct and indirect heirs and descendants, (b) any corporation, partnership or limited liability company of which the Persons described in clause (a) are the only shareholders, partners or members, as applicable, (c) any trust created solely for the benefit of one or more of the Persons in clause (a), and (d) each personal representative, custodian or guardian of any property of one or more of the Persons described in clause (a) in his or her capacity as such personal representative, custodian or guardian, in each case of clauses (a)-(d) above, who or which owns Equity Interests of Holdings.

“Cash Equivalents” means any (i) direct obligations of the United States or any agency thereof, or obligations guaranteed by the United States or any agency thereof with a maturity date of no more than one (1) year from the date of acquisition, (ii) commercial paper with a duration of not more than nine (9) months rated at least A-1 by Standard & Poor’s Ratings Service and P-1 by Moody’s Investors Service, Inc., which is issued by a Person (other than any Credit Party or an Affiliate of any Credit Party) organized under the Laws of any State of the United States or the District of Columbia, (iii) time deposits, certificates of deposit and banker’s acceptances with a duration of not more than six (6) months issued by any office located in the United States of any bank or trust company which is organized under the Laws of the United States or any State thereof, or is licensed to conduct a banking business in the United States, as the case may be, and has capital, surplus and undivided profits of at least \$500,000,000 and which issues (or the parent of which issues) certificates of deposit or commercial paper with a rating described in clause (ii) above, (iv) repurchase agreements and reverse repurchase agreements with a duration of not more than thirty (30) days with respect to securities described in clause (i) above entered into with an office of a bank or trust company meeting the criteria specified in clause (iii) above, or (v) any money market or mutual fund which invests only in the foregoing types of investments, has portfolio assets in excess of \$5,000,000,000, complies with the criteria set forth in Securities

and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 and is rated AAA by Standard & Poor's Ratings Service and Aaa by Moody's Investors Service, Inc.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“**CFC**” means a controlled foreign corporation within the meaning of Section 957 of the Code.

“**CFC Holdco**” means a Domestic Subsidiary (a) all or substantially all of the assets of which consist of equity interests of one or more CFCs and (b) that conducts no material business.

“**Change in Law**” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“**Change of Control**” means:

(a) Carona Permitted Holders shall at any time fail to own beneficially, directly or indirectly, on a fully diluted basis, a majority of the outstanding voting and economic interests in the Equity Interests of Holdings, free and clear of all Liens that secure Debt (other than Debt under clause (xi) of the definition thereof);

(b) Holdings shall, at any time, fail to own, directly, beneficially and of record, on a fully diluted basis, (x) one hundred percent (100.0%) of the outstanding voting interest in the Equity Interests of Intermediate Holdings and (y) one hundred percent (100.0%) of the outstanding Equity Interests of Intermediate Holdings constituting “common stock”, in each case, free and clear of all Liens other than Liens in favor of Administrative Agent and restrictions imposed by any applicable federal and state securities laws;

(c) Intermediate Holdings shall, at any time, fail to own, directly or indirectly, beneficially and of record, on a fully diluted basis, one hundred percent (100.0%) of the outstanding voting and economic interest in the Equity Interests of each Borrower, free and clear of all Liens other than Liens in favor of Administrative Agent and restrictions imposed by any applicable federal and state securities laws;

(d) Carona Permitted Holders shall at any time fail to have or exercise the power to elect a majority of the board of directors or other managing body of Holdings or any Borrower;

(e) any sale of all or substantially all of the property or assets of Borrowers and their Subsidiaries, taken as a whole, other than in a sale or transfer to another Credit Party;

(f) a “change of control” or similar event with the same effect occurs under any documentation evidencing Material Debt or any Permitted Equity Incentive Plan; or

(g) John J. Carona shall cease to be engaged in the management of the Credit Parties, or shall be engaged in the management of the Credit Parties to a substantially diminished extent relative to his engagement on the Restatement Date, and a period of ninety (90) consecutive days shall elapse without a suitable replacement for John J. Carona who is reasonably acceptable to Administrative Agent being employed by the Credit Parties (it being acknowledged and agreed that each of, or any one of, (1) Helen Eden Carona, (2) Jose Maldonado and (3) Patrick Brensinger, are acceptable in such order to Administrative Agent).

“**Closing Date**” means July 2, 2021.

“**Co-Syndication Agents**” has the meaning assigned to such term in the preamble.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means all property, now existing or hereafter acquired, mortgaged or pledged to, or purported to be subjected to a Lien in favor of, Administrative Agent, for the benefit of Administrative Agent and Lenders, pursuant to the Security Documents, excluding at all times, the Excluded Assets.

“**Commitment**” means, with respect to each Lender, such Lender’s Term Loan A Commitment, Delayed Draw Term Commitment or Revolving Loan Commitment.

“**Commitment Annex**” means Annex A to this Agreement.

“**Commitment Expiry Date**” means July 2, 2028.

“**Commitment Termination Date**” means the earlier to occur of (i) the Commitment Expiry Date and (ii) the date on which Administrative Agent or Required Lenders elect to terminate the Revolving Loan Commitment in accordance with Section 8.2.

“**Commodity Exchange Act**” means the Commodity Exchange Act of 1936, as amended.

“**Competitor**” means a Person that (i) is a bona fide competitor directly engaged in a substantially similar business line or operation as any of Holdings and its subsidiaries and (ii) that has been identified by the Borrower in writing to Administrative Agent prior to the Restatement Date or from time to time thereafter but prior to the relevant date of determination,

and any affiliate controlled by or under common control with any such Person and clearly identifiable on the basis of such Person's name, in each case, other than a Competitor Controller or a Bona Fide Lending Affiliate.

“Competitor Controller” means any direct or indirect parent company of a Competitor that is reasonably identifiable on the basis of its name, other than a Bona Fide Lending Affiliate.

“Compliance Certificate” means a certificate, duly executed by a Responsible Officer, appropriately completed and substantially in the form of Exhibit B hereto or any other form agreed to by Administrative Agent and Administrative Borrower.

“Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 1.8 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

“Consolidated EBITDA” means, with respect to any Person (*provided* that, unless otherwise stated, “Consolidated EBITDA” shall refer to Consolidated EBITDA of Holdings and its Subsidiaries) for any period, Consolidated Net Income for such Person and its subsidiaries for such period, plus:

(a) the sum of, without duplication, to the extent deducted in (or excluded from) the calculation of Consolidated Net Income (or loss) for such period (other than with respect to clauses (xiii) and (xiv) to the extent reducing costs and expenses that are deducted):

(i) consolidated Interest Expense of such Person for such period and, to the extent not reflected in such consolidated Interest Expense, (A) reasonable fees, expenses and charges incurred in respect of financing activities (including commissions, discounts and closing fees) permitted hereunder, and (B) reasonable and customary payments made in respect of non-speculative hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk;

(ii) consolidated Tax expense of such Person for such period based on income, profits, revenue or capital, including federal, provincial, state, franchise, capital,

tariffs, customs, duties and similar taxes and withholding taxes paid or accrued during such period, including any penalties and interest relating to any tax examinations and including any excise taxes (paid in cash) related to the operations of Holdings and its Subsidiaries in Hawaii;

(iii) amounts attributable to depreciation and amortization expense (including the amortization of deferred financing fees or costs, including the amortization of original issue discount) of such Person for such period;

(iv) fees, costs and expenses paid in connection with the consummation of the Credit Documents (i) on or about, or prior to the Restatement Date in an amount not to exceed \$[]¹ in the aggregate, and (ii) incurred, solely with respect to this clause (ii), accrued or paid within six (6) months of the Restatement Date in an amount in the aggregate mutually agreed to by the Administrative Borrower and the Administrative Agent;

(v) out-of-pocket costs, fees, charges and expenses arising in connection with any transaction that is or would be a Permitted Acquisition, permitted dispositions, other permitted Investment (including the Permitted Grid Acquisition), issuance of Equity Interests or incurrence of permitted Debt, in each case, whether or not consummated, and accrued or paid on or about, prior to, or within six (6) months following, the applicable transaction; *provided* that the addbacks under this clause (v) shall not exceed the greater of (A) \$2,500,000 and (B) 2.00% of Consolidated EBITDA (calculated before giving effect to such addback) in the aggregate for the applicable period in the case of costs, fees and expenses arising in connection with transactions that are not consummated;

(vi) non-cash unusual or non-recurring fees, charges and other expenses, including bad debt expense, loss on asset disposal, and non-cash expenses related to debt financing transactions, but excluding (y) any such non-cash fee, charge or expense to the extent that it represents an accrual or reserve for a cash expense in any future period or amortization of a prepaid cash expense that was paid in a prior period that occurred after the Closing Date and (z) non-cash expenses or losses relating to write offs, write downs or reserves with respect to accounts receivables and inventory in excess of \$500,000 in the aggregate for the applicable period;

(vii) proceeds of business interruption insurance actually received by Holdings and its Subsidiaries (to the extent not included in Consolidated Net Income for any reason);

(viii) cash expenses incurred during such period in connection with casualty events to the extent such expenses are actually reimbursed in cash by non-Affiliated insurance during such period;

¹ NTD: Associa to complete for amount of transaction expenses.

(ix) charges, losses or expenses to the extent indemnified or insured by a non-Credit Party Affiliate to the extent actually received by Holdings and its Subsidiaries in the applicable period;

(x) any fees, costs and expenses in connection with any waivers, amendments or maintenance (or similar actions) of the Loans and the Credit Documents, in each case, not related to the closing of the Credit Documents on or in connection with the Closing Date or the Restatement Date;

(xi) non-cash compensation expense (including deferred non-cash compensation expense) or other non-cash expenses or charges arising in connection with the sale of or issuance of Equity Interests, the granting of stock options and the granting of stock appreciation rights and similar arrangements or plans (including any management equity incentive plan (including the Permitted Equity Incentive Plans), stock option plan, employee equity incentive plan or agreement, pension plan, stock subscription or shareholder agreement entered) in connection therewith, in each case, to the extent permitted hereunder and in the Ordinary Course of Business, minus the amount of any such expense or charges when paid in cash to the extent not deducted in the computation of Consolidated Net Income (or loss);

(xii) earnouts and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments, in each case, to the extent permitted to be incurred at the time of incurrence and permitted to be paid at the time of payment pursuant to the terms hereunder;

(xiii) non-recurring or unusual costs, charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, operating improvements, synergies and similar initiatives, integration, transition, restructuring costs (including those related to tax restructurings), professional and consulting fees incurred in connection with any of the foregoing, including severance costs, executive recruiting costs, lease termination costs, relocation costs, restructuring charges, retention or completion bonuses, signing costs, and other non-recurring or unusual expenses not otherwise added back to EBITDA (collectively, “**Non-Recurring Expenses**”) in an aggregate amount, when aggregated with all Cost Savings for such period, not to exceed twenty-five percent (25%) of Consolidated EBITDA (calculated before the addbacks for Non-Recurring Expenses and Cost Savings) in the aggregate for any Test Period; *provided* that a Responsible Officer shall have provided a reasonably detailed statement or schedule of such Non-Recurring Expenses;

(xiv) the amount of “run-rate” cost savings, operating expense reductions, other operating improvements and costs and/or expense reductions and synergies (excluding, for the avoidance of doubt, revenue synergies) (collectively, the “**Cost Savings**”) projected by the Borrowers in good faith and certified by a Responsible Officer in writing to be realized as a result of (i) the execution and delivery of the Credit Documents and incurrence of the Obligations on the Closing Date, consummation of the Closing Date Dividend (as defined in the Original Credit Agreement) and the Closing Date Refinancing (as defined in the Original Credit Agreement), and the payment of fees and expenses in connection with the foregoing or

(ii) any Asset Disposition, merger or other business combination, Permitted Acquisition, Permitted Grid Acquisition, Investment, disposition or divestiture, operating improvement cost and/or expense reductions, restructurings, cost saving initiatives, or any similar initiative, in each case, to the extent permitted by the Credit Documents and consummated or undertaken by Holdings or any of its Subsidiaries during such period, which Cost Savings shall be calculated on a pro forma basis as though such Cost Savings had been realized on the first day of such period, net of the amount of actual benefits realized from such actions during such period and not otherwise added back to Consolidated EBITDA; provided that (x) a Responsible Officer shall have provided a reasonably detailed statement or schedule of such Cost Savings and shall have certified to Administrative Agent that (1) such Cost Savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions, (2) the benefits resulting from such actions are anticipated by the Borrowers to be realized within twelve (12) months of such transaction or initiative consummated or undertaken during the applicable period, and (y) the aggregate amount of Cost Savings added pursuant to this clause (xiv), when aggregated with all Non-Recurring Expenses for such period, shall not exceed twenty-five percent (25%) of Consolidated EBITDA (calculated before the addbacks for Costs Savings and Non-Recurring Expenses) in the aggregate for any Test Period;

(xv) rent expense not actually paid in cash during such period; minus

(b) the following to the extent included in calculating Consolidated Net Income:

(i) all non-cash items increasing Consolidated Net Income, including gains on cancellation of debt purchased at less than par (in each case of or by Holdings and its Subsidiaries for such period), excluding the accrual of revenue in the ordinary course and excluding any such items which represent the reversal in such period of any accrual of, or cash reserve for, anticipated cash charges in any prior period to the extent such amount was deducted in determining Consolidated EBITDA for such prior period;

(ii) interest income;

(iii) income tax credits or gains;

(iv) any other cash payment during such period in respect of expenditures, charges and losses added to Consolidated EBITDA pursuant to clause (a)(iv) above; and

(v) income during such period in connection with earnouts and other deferred payments in connection with Permitted Acquisitions and the Permitted Grid Acquisition, to the extent required to be included in the calculation of Consolidated Net Income in accordance with GAAP as an accounting adjustment to the extent that the liability booked by the Borrowers for any earnout or other deferred payment exceeds the actual amount payable or paid in respect of such earnout or deferred payment.

There shall be included in determining Consolidated EBITDA for any period, without duplication (other than for purposes of calculating Excess Cash Flow), the Acquired

EBITDA of any Person, all or substantially all of the assets of a Person, or any business unit, line of business or division of any Person acquired by the Holdings or any Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed of by Holdings or such Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an “**Acquired Entity or Business**”), based on the actual Acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition).

There shall be excluded in determining Consolidated EBITDA for any period, without duplication, the Disposed EBITDA of any Person, all or substantially all of the assets of a Person, or any business unit, line of business or division of any Person sold, transferred or otherwise disposed of by Holdings or any Subsidiary during such period (each such Person, property, business or asset so sold or disposed, a “**Sold Entity or Business**”), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

“**Consolidated Net Income**” means, for any period for Holdings and its Subsidiaries on a consolidated basis, the net income of Holdings and its Subsidiaries for such period as determined in accordance with GAAP; *provided* that there shall be excluded from Consolidated Net Income (a) the income (or deficit) of any Person (other than a Subsidiary) in which Holdings or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by a Credit Party in the form of cash dividends or similar cash distributions, (b) the undistributed earnings of any Subsidiary of Holdings (other than a Guarantor) to the extent that the declaration of payment or dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation, governing document or Law applicable to such Subsidiary, (c) any net gain or loss resulting from foreign currency translation, including currency remeasurements of assets and liabilities or other obligations (including any net loss or gain resulting from Swap Contracts for currency exchange risk) and any foreign currency transaction gains or losses and (d) the cumulative effect of a change in accounting principles during such period.

“**Contingent Obligation**” means, with respect to any Person, any direct or indirect liability of such Person: (i) with respect to any Debt of another Person if the purpose or intent of such Person incurring such liability, or the effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any holder of such liability will be protected, in whole or in part, against loss with respect thereto; (ii) with respect to any undrawn portion of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for the reimbursement of any drawing; (iii) under any Swap Contract, to the extent not yet due and payable; (iv) to make take-or-pay or similar payments if required regardless of nonperformance by any other party or parties to an agreement; or (v) for any Debt of another Person pursuant to any agreement to purchase, repurchase or otherwise acquire any obligation or any property constituting security therefor, to provide funds for the payment or discharge of such obligation or to preserve the solvency, financial condition or level of income of another Person. The amount of any Contingent Obligation shall be equal to the amount of the obligation so

Guaranteed or otherwise supported or, if not a fixed and determinable amount, the maximum amount reasonably estimated by such Person in good faith.

“**Contributing Guarantor**” has the meaning set forth in Section 10.6.

“**Control Agreement**” means a tri-party control agreement, in form and substance reasonably satisfactory to Administrative Agent, regarding any bank account, deposit account, financial account, securities account, or commodities/futures account.

“**Controlled Group**” means all members of a group of corporations and all members of a group of trades or businesses (whether or not incorporated) under common control which, together with a Borrower, are treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 412 of the Code, under Section 414 (m) or (o) of the Code or Section 4001(b) of ERISA.

“**Credit Documents**” means this Agreement, any Notes, the Security Documents, the Fee Letter Agreements, any other agreement subordinating any Debt of any Credit Party to all or any portion of the Obligations and all other documents, instruments and agreements executed by the Credit Parties in favor of Lenders or Administrative Agent pursuant hereto, whether heretofore executed, executed concurrently herewith or executed at any time and from time to time hereafter, as any or all of the same may be amended, supplemented, restated or otherwise modified from time to time. Credit Documents shall not include any Swap Contracts.

“**Credit Exposure**” means any period of time during which the Revolving Loan Commitment or any Delayed Draw Term Commitment is outstanding or any Loan, Reimbursement Obligation or other Obligation remains unpaid or any Letter of Credit or Support Agreement remains outstanding; *provided* that no Credit Exposure shall be deemed to exist solely due to the existence of contingent indemnification liability, absent the assertion of a claim with respect thereto.

“**Credit Party**” means any of Holdings, Intermediate Holdings, each Borrower and each Guarantor, in each case, whether now existing or hereafter acquired or formed; and “**Credit Parties**” means all such Persons, collectively. For the avoidance of doubt, in no event shall the term “Credit Party” or “Credit Parties” include any Excluded Subsidiary.

“**Currency Due**” has the meaning set forth in Section 12.14.

“**Current Assets**” means, as at any date of determination, the Total Assets of the Credit Parties and their Restricted Subsidiaries that may properly be classified as current assets in conformity with GAAP, excluding cash and Cash Equivalents.

“**Current Liabilities**” means, as at any date of determination, the total liabilities of the Credit Parties and their Restricted Subsidiaries that may properly be classified as current liabilities in conformity with GAAP, excluding the current portion of long term debt but including both short term and long term deferred revenue.

“Customer Association” means any homeowners association, residential community, condominium association, community association, rental community or other similar Person to which any Credit Party or Subsidiary provides, or has provided in the trailing twelve month period, management services, maintenance services or real estate services.

“Customer Association Agreement” means a contractual agreement between a Credit Party or a Subsidiary with a Customer Association for the provision of management services, maintenance services or real estate services.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; *provided, that*, if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Debt” of a Person means at any date, without duplication, (i) all indebtedness of such Person for borrowed money, (ii) all indebtedness of such Person evidenced by bonds, debentures, notes or other similar instruments, including all seller Debt, (iii) all obligations of such Person to pay the deferred purchase price of property or services (except for (A) trade accounts or similar obligations to a trade creditor accrued and payable in the Ordinary Course of Business, (B) purchase price adjustment and earnout obligations (which are addressed in clause (vii) below), and (C) accruals for payroll or other employee compensation and other liabilities accrued in the Ordinary Course of Business), (iv) all Capital Leases of such Person, (v) all reimbursement or payment obligations to any bank or other Person in respect of amounts paid under a letter of credit, banker’s acceptance or similar instrument, (vi) any obligation to repurchase or redeem Disqualified Stock of such Person other than at the sole option of such Person, (vii) (A) “earnouts” and similar payment obligations of such Person and (B) obligations of such Person under any Permitted Equity Incentive Plan, in each case, to the extent such obligations become fixed or are fully-earned and no longer contingent, (viii) net obligations of such Person under any Swap Contract, (ix) the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease, (x) all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds but are not otherwise included in this definition of “Debt” or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP, (xi) all obligations secured by a Lien on any asset of such Person, whether or not such obligation is otherwise an obligation of such Person, and (xii) all Debt of others Guaranteed by such Person; *provided*, that indebtedness in respect of credit cards, credit card processing services, debit cards, stored value cards and purchase cards (including so-called “procurement cards” or “P-cards”), in each case, (x) incurred in the Ordinary Course of Business, and (y) not outstanding more than sixty (60) days shall not constitute “Debt” under this definition. Without duplication of any of the foregoing, Debt of Borrowers shall include any and all Loans and Letter of Credit Liabilities. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Debt of any Person for purposes of clause (vii) shall be deemed to be equal to the lesser of (x)

the aggregate unpaid amount of such Debt and (y) the fair market value of the property encumbered thereby as reasonably determined by such Person in good faith.

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

“**Default**” means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“**Defaulted Lender**” means any Lender (other than a Term Lender) (a) that has failed to make any Loan or other credit accommodation, disbursement or reimbursement required pursuant to the terms hereunder or under any other Credit Document or has failed to confirm its commitment to make such Loans, accommodations, disbursements or reimbursements hereunder or under any other Credit Document within two (2) Business Days after any such amounts are required to be funded or paid by it under this Agreement or such Credit Document (*provided* that such Lender shall cease to be a Defaulted Lender with respect to this clause (a) upon satisfaction in full of all outstanding funding and payment obligations of such Lender under this Agreement and the other Credit Documents) unless, prior to the expiration of such two (2) Business Day period, such Lender notifies Administrative Agent and Administrative Borrower in writing that such failure to fund is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in writing) has not been satisfied, (b) that has given oral or written notice to Administrative Borrower or Administrative Agent or has otherwise publicly announced that such Lender believes it will, or intends to, fail to fund any portion of its Loans, accommodations, disbursements or reimbursements hereunder or under any other Credit Document or under any other committed loan facility (*provided* that such Lender shall cease to be a Defaulted Lender with respect to this clause (b) upon delivery to Administrative Agent of a written rescission of such notice or announcement), or (c) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under the Bankruptcy Code or similar Debtor Relief Laws of the United States, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or Federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulted Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Administrative Agent that a Lender is a Defaulted Lender under any one or more of clauses (a) through (c) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulted Lender (subject to Section 11.13(d)(iii)) upon delivery of written notice of such determination to Administrative Borrower, each LC Issuer, and each Lender.

“Deferred Payment Obligation” means (i) earnouts, holdbacks and other similar deferred payment obligations with respect to the payment of a purchase price in connection with a Permitted Acquisition and the Permitted Grid Acquisition, and (ii) earnouts, holdbacks and other similar deferred payment obligations with respect to the payment of a purchase price in connection with an acquisition by any Subsidiary that is not a Credit Party to the extent such acquisition is a Permitted Acquisition.

“Delayed Draw Term Amortization Amount” means an amount equal to (i) the aggregate outstanding principal amount of Delayed Draw Term Loans made in connection with each Delayed Draw Term Loan Borrowing, multiplied by (ii) 0.25% (or such other amount to the extent necessary to ensure that such Delayed Draw Term Loans are fungible with the Term Loan A made on the Restatement Date).

“Delayed Draw Term Borrowing” means a borrowing of a Delayed Draw Term Loan.

“Delayed Draw Term Commitment” means, collectively, the Special Purpose DDTL Commitment.

“Delayed Draw Term Lender” means, collectively, the Special Purpose DDTL Lenders.

“Delayed Draw Term Loans” means, collectively, the Special Purpose DDTL Loans.

“Delayed Draw Term Loan Borrowing” means a Borrowing comprised of Delayed Draw Term Loans.

“Delayed Draw Term Note(s)” has the meaning set forth in Section 2.1(e).

“Deposit Account” means a “deposit account” (as defined in Article 9 of the UCC), bank account, investment account or other account in which funds are held or invested for credit to or for the benefit of any Credit Party.

“Depository Services Agreement” means a depository services agreement or similar contractual arrangement between (i) a Credit Party or a Subsidiary on one hand and (ii) a Partner Bank on the other hand, which in each case provide for, among other items, the management of deposits from Customer Associations by the applicable Partner Bank.

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

“Disqualified Institution” means, on any date, (i) any Person designated by Administrative Borrower as a “Disqualified Institution” by written notice to Administrative Agent prior to the Restatement Date (including any person designated under the Original Credit Agreement), (ii) any Competitor, (iii) any Competitor Controller, and (iv) any Specified Natural

Person; *provided* that in no event will a Bona Fide Lending Affiliate be a Disqualified Institution, unless such Bona Fide Lending Affiliate is identified under clause (i) above; *provided further* that any designation pursuant to clause (ii) above will become effective three (3) Business Days after receipt by Administrative Agent thereof, and will not apply retroactively to disqualify the transfer of, or agreement to transfer, a Lender's Loans or Commitments that was effective prior to the effective date of such designation. Notwithstanding the foregoing, "Disqualified Institution" will exclude any person that Administrative Borrower has designated as no longer being a "Disqualified Institution" by written notice delivered to Administrative Agent and each Lender from time to time.

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (other than customary asset sale offers and redemptions upon the change of control, in each case so long as any rights of the holders thereof upon the occurrence of such change of control or asset sale shall be subject to the prior repayment in full of the Obligations, the termination of the Revolving Loan Commitment and the termination of the Delayed Draw Term Commitments), less than one hundred eighty (180) days after the Commitment Termination Date (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Stock.

"Domestic Subsidiary" means each Subsidiary of Holdings that is organized under the laws of the United States or any state or district thereof.

"Early Opt-in Election" means the occurrence of:

(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Administrative Borrower) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in Section 1.8, are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the Term SOFR Reference Rate, and

(2) (i) the election by the Administrative Agent or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Administrative Borrower and the Lenders or by the Required Lenders of written notice of such election to the Administrative Agent.

"Earnings Credit EBITDA" means, for any period of determination, with respect to Holdings and its Subsidiaries, the product of (x) Earnings Credit Revenue for such period multiplied by (y) the Earnings Credit Margin for such period.

"Earnings Credit Margin" means 95%; provided that, no more frequently than once per Fiscal Quarter, so long as no Event of Default has occurred and is continuing,

Administrative Borrower may request that Administrative Agent decrease the Earnings Credit Margin for such Fiscal Quarter to the extent that a reasonable factual basis, together with supporting calculations, supports such reduction as reasonably agreed by Administrative Agent (which agreement may not be unreasonably withheld, conditioned or delayed).

“Earnings Credit Revenue” means, for any period of determination, the aggregate amount of revenue derived by Holdings and its Subsidiaries from Partner Banks during such period, including all fees, interest, “earnings credit revenue” and similar amounts payable to any Credit Party or any Subsidiary pursuant to or in connection with any Depository Services Agreement.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

“Effective Yield” means, as to any Debt, the effective yield on such Debt in the reasonable determination of Administrative Agent in consultation with Borrowers and consistent with generally accepted financial practices, taking into account the applicable interest rate margins, any interest rate floors (the effect of which floors shall be determined in a manner set forth in the proviso below), or similar devices and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (i) the remaining Weighted Average Life to Maturity of such Debt and (ii) the four years following the date of incurrence thereof) payable generally to Lenders or other institutions providing such Debt, but excluding any customary arrangement, structuring, underwriting, commitment, or other similar fees payable in connection therewith that are not generally shared with the relevant Lenders and, if applicable, consent fees for an amendment paid generally to consenting Lenders; *provided* that with respect to any Debt that includes a “SOFR floor” or “Base Rate floor,” (a) to the extent that the Adjusted Term SOFR or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the Effective Yield is being calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Debt for the purpose of calculating the Effective Yield and (b) to the extent that the Adjusted Term SOFR or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the Effective Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the Effective Yield.

“Eligible Assignee” means (i) a Lender, (ii) an Affiliate of a Lender, (iii) an Approved Fund, (iv) any Person (other than a natural person) that is acquiring such Lender or all

or substantially all of such Lender's loan portfolio, and (v) any other Person (other than a natural person) approved by Administrative Agent (such approval not to be unreasonably withheld, conditioned or delayed); *provided* that, notwithstanding the foregoing, (x) "Eligible Assignee" shall not include Holdings, Intermediate Holdings, any Borrower or any Affiliate or Subsidiary of Holdings, Intermediate Holdings or a Borrower except as otherwise permitted under Section 2.15,(y) subject to Section 12.6(a)(viii), no Defaulted Lender or Affiliate thereof shall be an "Eligible Assignee", and (z) no proposed assignee intending to assume all or any portion of the Revolving Loan Commitment shall be an Eligible Assignee unless such proposed assignee has been approved as an Eligible Assignee by the LC Issuer and Administrative Agent (such approvals not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing or any other provision in this Agreement or in any other Credit Document to the contrary, no Disqualified Institution shall be an Eligible Assignee.

"Eligible Swap Counterparty" means Administrative Agent, any Affiliate of Administrative Agent, any Lender and/or any Affiliate of any Lender that (i) from time to time enters into a Swap Contract with Borrowers or any Subsidiary and (ii) in the case of a Lender or an Affiliate of a Lender other than Administrative Agent, is expressly identified by Administrative Borrower as an Eligible Swap Counterparty, or, such other Person identified by Administrative Borrower (not in contravention of this Agreement or any other Credit Document) and consented to by Administrative Agent in its reasonable discretion as an Eligible Swap Counterparty. Without limitation of Administrative Borrower's discretion to identify a Lender or Affiliate of a Lender as an Eligible Swap Counterparty, no Lender or Affiliate of any Lender shall be designated an Eligible Swap Counterparty unless such Person maintains reporting systems reasonably acceptable to Administrative Agent with respect to Swap Contract exposure.

"Environmental Laws" means any and all applicable Laws relating to the protection of the environment, to the effect of the environment on human health or to emissions, discharges or releases of pollutants, contaminants or other Hazardous Materials into the environment, including ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or other Hazardous Materials or the clean-up or other remediation thereof.

"Environmental Permit" means any permit, approval, identification number, license or other governmental authorization required under any Environmental Law.

"Equipment" means "equipment" (as defined in Article 9 of the UCC).

"Equity Interest" means any and all shares, options, stock appreciation rights, profits interests, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Exchange Act).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Event**” has the meaning set forth in Section 4.1(i).

“**ERISA Plan**” means any “employee benefit plan”, as defined in Section 3(3) of ERISA (other than a Multiemployer Pension Plan), which any Borrower or member of the Controlled Group maintains, sponsors or contributes to, or, in the case of an employee benefit plan which is subject to Section 412 of the Code or Title IV of ERISA, to which Borrowers or any member of the Controlled Group has any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

“**Erroneous Payment**” shall have the meaning assigned to such term in Section 11.18(a).

“**Erroneous Payment Deficiency Assignment**” shall have the meaning assigned to such term in Section 11.18(d).

“**Erroneous Payment Impacted Class**” shall have the meaning assigned to such term in Section 11.18(d).

“**Erroneous Payment Return Deficiency**” shall have the meaning assigned to such term in Section 11.18(d).

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“**Event of Default**” has the meaning set forth in Section 8.1.

“**Excess Cash Flow**” means, with respect to Holdings and its Subsidiaries on a consolidated basis, for any Fiscal Year commencing with the fiscal year ending December 31, 2023, an amount equal to (in all cases, without duplication):

(a) (i) the sum of Consolidated EBITDA and Working Capital Adjustments for such period, minus

(b) the sum of the following, in each case (w) without duplication, (x) to the extent such payments were permitted under the Credit Documents, (y) to the extent such amounts were not deducted (and were included) in the calculation of Consolidated EBITDA for such period, and (z) to the extent paid with the proceeds of Internally Generated Cash:

(i) Interest Expense paid in cash during such period;

(ii) (A) scheduled principal payments of the Term Loans, (B) any voluntary and mandatory permanent repayments of Debt (other than mandatory prepayments of Term Loans under Section 2.2(b)(i) and voluntary prepayments of any Loans), but only to the extent

such Debt so prepaid cannot be re-borrowed or redrawn and such prepayment does not occur in connection with a refinancing of all or a portion of such Debt, and (C) payments in cash to the extent paid during such period or paid on or prior to the date the Compliance Certificate is required to be delivered for such period (*provided* that any amount during such period shall not be deducted from the calculation of Excess Cash Flow for the fiscal year during which it is actually paid) of consideration to sellers, earn-outs, holdbacks or working capital adjustments in connection with Permitted Acquisitions to the extent such amounts were due and payable,

(iii) consolidated Tax expenses paid in cash during such period based on income, profits or capital, including state, franchise, capital, tariffs, customs, duties and similar taxes and withholding taxes, including excise taxes related to the operations of Borrowers and their Subsidiaries in Hawaii;

(iv) Capital Expenditures paid in cash during such period;

(v) the amount paid in cash during such period for all non-cash losses, expenses, accruals and charges which have been included in determining Consolidated EBITDA in a prior period;

(vi) the amount of cash payments made in connection with Permitted Acquisitions and other permitted Investments (including transaction expenses, net working capital adjustments, and earn-out payments);

(vii) the aggregate amount of any premium, make whole or penalty payments actually paid in cash during such period that were required to be made in connection with any prepayment of Debt;

(viii) to the extent not reimbursed by a third party, all items added back in determining Consolidated EBITDA for such period, in each case to the extent paid in cash; and

(ix) Net Cash Proceeds of a Permitted Town Square Disposition, the Permitted Grid Disposition or disposition of Specified Artwork; plus

(c) to the extent not duplicative of any amounts added back in previous Excess Cash Flow periods, all non-cash amounts deducted pursuant to any of the clauses above with respect to any Consolidated EBITDA in any current or previous period to the extent a corresponding cash payment has been received for such cash item during the current period.

For purposes of calculating reductions or increases to Working Capital as provided above in any relevant period during which a Permitted Acquisition occurs, the Working Capital of the applicable Acquired Entity or Business shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition. For the avoidance of doubt, Excess Cash Flow shall exclude the portion of Excess Cash Flow that is attributable to any Acquired Entity or Business pursuant to a Permitted Acquisition that accrues prior to the closing date of such Permitted Acquisition.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

“**Excluded Accounts**” has the meaning provided in the Security Agreement.

“**Excluded Assets**” has the meaning provided in the Security Agreement.

“**Excluded Foreign Subsidiary**” means any Subsidiary of Holdings that (a) is a CFC, (b) is a CFC Holdco, or (c) is a direct or indirect Subsidiary of a CFC or CFC Holdco, in each case that has not guaranteed or pledged any of its assets (in the case of a CFC or a CFC Holdco, other than a pledge of no more than 65% of its voting stock and 100% of its nonvoting stock), to secure, directly or indirectly, any indebtedness of any other Credit Party or any of their Restricted Subsidiaries that is a “United States Person” within the meaning of Section 7701(a)(30) of the Code.

“**Excluded Subsidiary**” means (a) any Immaterial Subsidiary, (b) any Subsidiary in respect of which Administrative Borrower and Administrative Agent reasonably agree that the cost of providing a guarantee is excessive in relation to the value afforded thereby, (c) any Subsidiary that is prohibited by applicable Law or by contractual obligations existing on the Closing Date (or, in the case of any Subsidiary acquired after the Closing Date, in existence at the time of acquisition and not entered into in contemplation thereof) from guaranteeing the Obligations or if guaranteeing the Obligations would require governmental (including regulatory) consent, approval, license or authorization not yet obtained after commercially reasonable efforts to do so, (d) any Excluded Foreign Subsidiary, (e) any not-for-profit Subsidiary, (f) Associa PAC, the political action committee of Holdings and its Subsidiaries, and (g) any Unrestricted Subsidiary.

“**Excluded Taxes**” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits and similar Taxes, in each case, (i) imposed by a jurisdiction as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, such jurisdiction (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by Administrative Borrower under Section 12.6) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.8, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Lender’s failure to comply with Section 2.8(f), and (d) any U.S. federal withholding Taxes imposed under FATCA.

“**Existing Aircraft Lease**” means Aircraft “Dry Lease” Agreement by and between Associations, Inc. and JJC Holdings 2020, LLC dated November 17, 2020, as amended, restated

or otherwise modified, but only so long as the terms of such amendment, restatement or modification constitute provisions that would qualify as a Permitted Aircraft Lease.

“**Existing Equity Incentive Plans**” means (a) the 2015 Long-Term Incentive Plan of Associations, Inc., as amended by Amendment No. 1 to 2015 Long-Term Incentive Plan, effective as of July 12, 2018, (b) the 2021 long-term incentive grants of SocialCondo USA Holdings, LLC and (c) Goodwin Leadership Long Term Incentive Bonus Plan, as the form of such grants are in effect on the Restatement Date (it being understood that future grants may be granted but must be in substantially the same form as the existing grants, or such other form of grant approved by the Administrative Agent), as such plan or grants (as applicable) may be amended or otherwise modified in accordance with Section 5.10.

“**Existing Lenders**” has the meaning provided in the Recitals to this Agreement.

“**Extraordinary Receipts**” means any cash received by or paid to or for the account of Holdings or any of its Subsidiaries not in the Ordinary Course of Business and include the following: (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action to the extent not used to pay any corresponding cause of action or to reimburse a Credit Party for amounts previously expended, (b) indemnification payments (or proceeds of a representation and warranty insurance policy) received by any Credit Party to the extent not used or anticipated to be used to pay any corresponding liability or reimburse such Credit Party for the payment of any such liability, (c) any purchase price adjustment (other than a working capital adjustment) received in connection with any purchase agreements, (d) tax refunds, (e) proceeds of any key man or life insurance policies and (f) pension plan reversions.

“**Fair Share**” has the meaning set forth in Section 10.6.

“**Fair Share Contribution Amount**” has the meaning set forth in Section 10.6.

“**FATCA**” means Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), or any current or future Treasury regulations promulgated or Revenue Ruling, Revenue Procedure, Notice or other administrative guidance issued thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any applicable intergovernmental agreements with respect thereto.

“**Federal Funds Rate**” means, for any day, the rate of interest per annum (rounded upwards, if necessary, to the nearest whole multiple of 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day and (ii) if no such rate is so published on such next preceding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to Administrative Agent by three Federal Funds Brokers on such day on such transactions as determined by Administrative Agent.

“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“Fee Letter Agreements” means (a) that certain fee letter agreement dated as of the Restatement Date related to fees payable by the Borrowers to Blue Owl Credit Advisors LLC , by and among the Borrowers and Blue Owl Credit Advisors LLC and (b) that certain fee letter agreement dated as of the Restatement Date related to fees payable by the Borrowers to Administrative Agent, by and among the Borrowers and Administrative Agent.

“Financial Covenant” has the meaning set forth in Section 6.3.

“Financial Covenant Cure Period” means, with respect to any period for which a breach of the Financial Covenant has occurred and for which a Specified Equity Contribution is not prohibited by clause (b) of the proviso in Section 6.3, a period (i) beginning on the earlier of (a) the date on which financial statements are required to be delivered for such fiscal quarter and (b) the actual date of delivery of such financial statements and (ii) ending on the date that is ten (10) Business Days thereafter. For the avoidance of doubt, if a Specified Equity Contribution is prohibited by clause (b) of the proviso in Section 6.3 in respect of any period for which a breach of the Financial Covenant has occurred, there shall be no Financial Covenant Cure Period in respect of such period.

“Fiscal Quarter” means a Fiscal Quarter of Holdings and its Subsidiaries, ending on March 31, June 30, September 30 and December 31 of each calendar year.

“Fiscal Year” means a fiscal year of Holdings and its Subsidiaries, ending on December 31 of each calendar year.

“Floor” means the benchmark rate floor, if any provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR and/or Term SOFR. As of the Restatement Date, the floor is 1.00%.

“Foreign Lender” means a Lender that is not a U.S. Person.

“Foreign Subsidiary” means each Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than one of the fifty states of the United States or the District of Columbia.

“Funded Debt” means Debt of the type set forth in clauses (i) through (vii) (other than, in respect of letters of credit, such Debt will be limited to the extent of unreimbursed amounts thereunder) of such definition and clauses (xi) and (xii) of such definition to the extent relating to Debt referred to in clauses (i) through (vii). For the avoidance of doubt, it is understood that (i) obligations under Swap Contracts and (ii) the "Obligations" (as defined in the Note Purchase Agreement), in each case, do not constitute Funded Debt.

“Funding Guarantor” has the meaning set forth in Section 10.6.

“Future Long-Term Incentive Plan” means a long-term incentive plan to be established after the Restatement Date (which plan shall be on terms substantially similar to the Existing Equity Incentive Plans, or on such other terms approved by the Administrative Agent in its reasonable discretion), as such plan may be amended or otherwise modified in accordance with Section 5.10.

“GAAP” means generally accepted accounting principles in the United States of America set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), including the FASB Accounting Standards Codification™, which are applicable to the circumstances as of the date of determination, subject to Section 1.2.

“Governmental Authority” means any nation or government, any province, state or other political subdivision thereof, and any agency, branch of government, department or Person exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, whether domestic or foreign.

“Governmental Authorization” means any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any Governmental Authority.

“Grid Systems Group” has the meaning set forth in the definition of Permitted Grid Disposition.

“Guarantee” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided* that the term Guarantee shall not include endorsements for collection or deposit in the Ordinary Course of Business. The term “Guarantee” used as a verb has a corresponding meaning.

“Guaranteed Obligations” has the meaning set forth in Section 10.1.

“Guarantor” or **“Guarantors”** means Holdings, Intermediate Holdings and all present and future direct or indirect Subsidiaries of Holdings (other than any Borrower) other than any Excluded Subsidiary.

“Guaranty” means the guaranty made by each Guarantor in favor of Administrative Agent and Lenders pursuant to Article 10.

“Hazardous Materials” means (i) any “hazardous substance” as defined in CERCLA, (ii) any “hazardous waste” as defined by the Resource Conservation and Recovery Act, and (iii) any substance, product, liquid, waste, pollutant, chemical, contaminant, insecticide, pesticide, gaseous or solid matter, organic or inorganic matter, fuel, micro-organism, ray, odor, radiation, energy, vector, plasma, constituent or material which (x) is or becomes listed, regulated or addressed under any Environmental Laws, or (y) is, or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws, including asbestos, petroleum and polychlorinated biphenyls, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Laws.

“Hazardous Materials Contamination” means contamination (whether now existing or hereafter occurring) of the improvements, buildings, facilities, personalty, soil, groundwater, air or other elements on or of the relevant property by Hazardous Materials, or any derivatives thereof, or on or of any other property as a result of Hazardous Materials, or any derivatives thereof, generated on, emanating from or disposed of in connection with the relevant property.

“Holdco Notes” means, collectively, Tranche A Notes (as defined in the Note Purchase Agreement) and the Tranche B Notes (as defined in the Note Purchase Agreement), in each case, issued by Intermediate Holdings on the Restatement Date pursuant to the Note Purchase Agreement.

“Holdings” has the meaning provided in the preamble to this Agreement.

“Immaterial Subsidiary” means, at any date of calculation, any of Holdings’ Subsidiaries (a) whose total assets for the most recent Test Period was less than 2.5% of Total Assets at such date and (b) whose gross revenues for such Test Period was less than 2.5% of the consolidated gross revenues of Holdings and its Subsidiaries for such Test Period, in each case, determined in accordance with GAAP; *provided* that if, at any time and from time to time after the Restatement Date, Immaterial Subsidiaries that are not Guarantors solely because they do meet the thresholds set forth in clauses (a) and (b) comprise in the aggregate more than 5.0% of Total Assets as of the end of the most recently ended Test Period or more than 5.0% of the consolidated gross revenues of Holdings and its Subsidiaries for such Test Period, then Borrowers shall (i) designate in writing to Administrative Agent one or more of such Immaterial Subsidiary(ies) as no longer an Immaterial Subsidiary(ies) to the extent required such that the foregoing condition ceases to be true and (ii) comply with the provisions of Section 4.12 applicable to any such designated Subsidiary (in each case, in the time periods applicable as if such Immaterial Subsidiary(ies) had become Guarantors at such time).

“Incremental Amendment” has the meaning set forth in Section 2.11(f).

“Incremental Effective Date” has the meaning set forth in Section 2.11(a).

“Incremental Facility” has the meaning set forth in Section 2.11(a).

“Incremental Lender(s)” has the meaning set forth in Section 2.11(e).

“Incremental Loan Exposure” means, with respect to any Lender on any date of determination, the percentage equal to the amount of such Lender’s Incremental Loan Outstandings on such date divided by the aggregate Incremental Loan Outstandings of all Lenders on such date.

“Incremental Loan Outstandings” means at any time of calculation the sum of the then existing aggregate outstanding principal amount of Incremental Loans.

“Incremental Revolving Loan” has the meaning set forth in Section 2.11(a).

“Incremental Revolving Loan Commitment” has the meaning set forth in Section 2.11(a).

“Incremental Term Loan” has the meaning set forth in Section 2.11(a).

“Incremental Term Loan Commitment” has the meaning set forth in Section 2.11(a).

“Incurrence EBITDA” means, for any period of determination, with respect to Holdings and its Subsidiaries, the result of (i) Consolidated EBITDA minus Earnings Credit EBITDA for such period plus (ii) the amount of Earnings Credit EBITDA for such period that, when added to the result of Consolidated EBITDA minus Earnings Credit EBITDA, does not exceed 40% thereof, in each case, consistent with the explanatory calculation attached hereto as Exhibit K.

“Incurrence Test Level” means 7.25 to 1.00.

“Incurrence Total Net Leverage Ratio” means, as of any date of determination, with respect to Holdings and its Subsidiaries, the ratio of (i) Total Debt less Qualified Cash on the last day of the Test Period, to (ii) Incurrence EBITDA for the Test Period.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnitees” has the meaning set forth in Section 9.2.

“Intellectual Property” means, with respect to any Person, all patents, patent applications, trademarks, trade names, trade styles, trade dress, service marks, logos, slogans, domain names, business names, other business identifiers, and all goodwill associated therewith, copyrights, industrial designs, technology, trade secrets, know-how and processes, inventions, plans, compositions, formulae, designs, drawings, specifications, customer lists, databases and data, and computer hardware and software and all applications and licenses therefor, used in or necessary for the conduct of business by such Person.

“Interest Expense” means, for any period, total interest expense (including that attributable to Capital Leases and amortization, write-down or write off of deferred financing costs and original issue discount) of Holdings and its Subsidiaries for such period with respect to all outstanding Debt of Holdings and its Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and net costs under Swap Contracts in respect of interest rates, to the extent such net costs are allocable to such period in accordance with GAAP).

“Interest Payment Date” means (a) as to any SOFR Loan, the last day of each Interest Period applicable to such Loan and the Termination Date of the applicable facility hereunder under which such Loan was made; provided, however, that if any Interest Period for a SOFR Loan exceeds three (3) months, the respective dates that fall every three (3) months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each Fiscal Quarter and the Termination Date of the applicable facility hereunder under which such Loan was made.

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

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

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

(c) no Interest Period shall extend beyond the applicable Termination Date.

“Intermediate Holdings” means Associations Finance, Inc., a Delaware corporation.

“Internally Generated Cash” means cash generated from the operations of the business of Holdings and its Subsidiaries; *provided that*, notwithstanding the foregoing, “Internally Generated Cash” shall not include (i) the proceeds of any Debt (including the Revolving Loans), (ii) the proceeds of the issuance of any Equity Interests, (iii) the proceeds of any insurance, indemnification or other payments from non-Credit Party Affiliates or (iv) the proceeds of any Extraordinary Receipts.

“Inventory” means “inventory” (as defined in Article 9 of the UCC).

“Investment” means any investment by a Person in any other Person, whether by means of acquiring (whether for cash, property, services, securities or otherwise) or holding

securities, capital contributions, loans, time deposits, advances, Guarantees or otherwise. The amount of any Investment shall be the original cost of such Investment, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto.

“**IRS**” means the United States Internal Revenue Service.

“**Judgment Currency**” has the meaning set forth in Section 12.14.

“**Junior Debt**” means all Deferred Payment Obligations, all Permitted Seller Debt, and all other Debt that, by its terms, or by separate agreement, is subordinated to the Obligations.

“**Laws**” means, collectively, all international, foreign, federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents, authorities, rulings, decrees, judgments, writs, injunctions, orders, awards or opinions, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, in each case whether or not having the force of law.

“**LC Issuer**” means one or more banks, trust companies or other Persons in each case expressly identified by Administrative Agent from time to time, in its sole discretion, as an LC Issuer for purposes of issuing one or more Letters of Credit hereunder. Without limitation of Administrative Agent’s discretion to identify any Person as an LC Issuer, no Person shall be designated as an LC Issuer unless such Person maintains reporting systems acceptable to Administrative Agent with respect to letter of credit exposure and agrees to provide regular reporting to Administrative Agent satisfactory to it with respect to such exposure.

“**LCA Termination Date**” has the meaning set forth in the definition of “Limited Condition Acquisition”.

“**Lender**” means each of (i) each Person holding Loans or a Commitment on the Restatement Date, (ii) each other Person that becomes a party hereto as a “Lender” pursuant to Section 12.6 or otherwise in accordance with this Agreement, (iii) Administrative Agent, to the extent of any Revolving Loans or Delayed Draw Term Loans made by Administrative Agent which have not been settled among Lenders pursuant to Section 11.13, and (iv) the respective successors of all of the foregoing, and “Lenders” means all of the foregoing. In addition to the foregoing, for the purpose of identifying the Persons entitled to share in the Collateral and the proceeds thereof under, and in accordance with the provisions of, this Agreement and the Security Documents, the term “Lender” shall include Eligible Swap Counterparties. For the avoidance of doubt, “Lender” shall include each Term Lender (including for the avoidance of doubt, all Incremental Lenders holding Term Loans) and each Revolving Lender.

“**Lender Letter of Credit**” means a Letter of Credit issued by an LC Issuer that is also, at the time of issuance of such Letter of Credit, a Lender.

“**Letter of Credit**” means a standby letter of credit issued for the account of Borrowers by an LC Issuer which expires by its terms within one (1) year after the date of issuance and in any event at least thirty (30) days prior to the Commitment Expiry Date. Notwithstanding

the foregoing, a Letter of Credit may provide for automatic extensions of its expiry date for one or more successive one (1) year periods; *provided* that the LC Issuer that issued such Letter of Credit has the right to terminate such Letter of Credit on each such annual expiration date and no renewal term may extend the term of the Letter of Credit to a date that is later than the thirtieth (30th) day prior to the Commitment Expiry Date. Each Letter of Credit shall be either a Lender Letter of Credit or a Supported Letter of Credit.

“Letter of Credit Borrowings” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a borrowing under a Revolving Loan.

“Letter of Credit Liabilities” means, at any time of calculation, the sum of (i) the amount then available for drawing under all outstanding Letters of Credit (without regard to whether any conditions to drawing thereunder can then be met), to the extent subject to a Support Agreement plus (ii) the aggregate unpaid amount of all Reimbursement Obligations in respect of previous drawings made under such Letters of Credit, to the extent subject to a Support Agreement.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest in respect of such asset. For the purposes of this Agreement and the other Credit Documents, Borrowers or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement relating to such asset.

“Limited Condition Acquisition” means any Permitted Acquisition or other Investment by the Borrowers or one or more of their Subsidiaries permitted pursuant to the Credit Documents (including Section 5.8) whose consummation is not conditioned on the availability of, or on obtaining, third party financing; *provided* that any such Permitted Acquisition or other Investment shall no longer constitute a Limited Condition Acquisition for any purpose hereunder upon the earlier of (i) the date that the applicable acquisition agreement or other definitive documentation (each, a **“Limited Condition Acquisition Agreement”**) in respect thereof terminates or the buyer is otherwise released from its commitments thereunder and (ii) the date that is 120 days after the date the acquisition agreement or other definitive documentation in respect thereof is first executed and effective (such earlier date, the **“LCA Termination Date”**).

“Limited Condition Acquisition Agreement” has the meaning set forth in the definition of “Limited Condition Acquisition”.

“Line of Credit Facility” means the line of credit facility evidenced by the Loan Agreement, dated as of September 22, 2016, by and between Texas Capital Bank, National Association and Associations, as amended by that certain Amendment to Loan Agreement, dated as of October 22, 2018, and that certain Second Amendment to Loan Agreement, dated as of April 20, 2021.

“Liquidity” means of any date of determination, the sum of (x) Availability and (y) Qualified Cash.

“**Litigation**” means any action, suit or proceeding before any court, mediator, arbitrator or Governmental Authority.

“**Loan Account**” has the meaning set forth in Section 2.6(b).

“**Loans**” means Term Loan A, the Delayed Draw Term Loans, the Revolving Loans, any Incremental Loans, or any combination of the foregoing, as the context may require.

“**Major Casualty Proceeds**” means (i) the aggregate insurance proceeds received in connection with one or more related events under any Property Insurance Policy or (ii) any award or other compensation with respect to any eminent domain, condemnation of property, expropriation or similar proceedings (or any transfer or disposition of property in lieu of condemnation or expropriation), if the amount of such aggregate insurance proceeds or award or other compensation exceeds, when aggregated with the amount of all other aggregate insurance proceeds or award or other compensation in the applicable Fiscal Year, the greater of (A) \$5,000,000 and (B) 4.00% of Consolidated EBITDA (based on Consolidated EBITDA as of the last day of the most recently ended Test Period), in each case, *less* (x) the reasonable out-of-pocket costs and expenses (including reasonable legal and other professional expenses) owing or paid to a Person that are incurred by any Credit Party or Subsidiary in connection therewith, including costs of collection, (y) the applicable amount of any Debt permitted hereunder which is secured by a Lien on the asset subject to such event and repaid and discharged from the proceeds of such event and (z) any taxes (including withholding Taxes and distributions) paid or reasonably estimated by the applicable Credit Party or Subsidiary to be payable as a consequence of such event (*provided*, that if the actual amount of taxes is less than the estimated amount, the difference shall immediately constitute Major Casualty Proceeds).

“**Margin Stock**” has the meaning assigned thereto in Regulation U of the Federal Reserve Board.

“**Material Adverse Effect**” means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any Litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (i) the business, results of operations, properties or financial condition of Holdings and its Subsidiaries, taken as a whole, (ii) the rights and remedies of Administrative Agent or Lenders under any material Credit Document or (iii) the validity or enforceability of any material Credit Document or the ability of the Credit Parties, taken as a whole, to perform their material obligations under the Credit Documents.

“**Material Contracts**” has the meaning set forth in Section 3.26.

“**Material Subsidiary**” means any Subsidiary that (a) was acquired with the proceeds of Delayed Draw Term Loans in an amount greater than or equal to \$10,000,000 or (b) when acquired, had a Consolidated EBITDA of greater than or equal to \$5,000,000 for the prior 12 month period ending prior to such acquisition.

“**Maturity Date**” means the earlier of (a) July 2, 2028 and (b) the date on which the principal amount of any Term Loan has been declared or automatically has become due and payable (whether by acceleration or otherwise), in each case pursuant to Section 8.2.

“**Maximum Lawful Rate**” has the meaning set forth in Section 2.7(b).

“**Multiemployer Pension Plan**” means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Borrower or any member of the Controlled Group has any liability.

“**Net Cash Proceeds**” means, with respect to any transaction or event by any Credit Party or any of its Subsidiaries (or, in the case of a Permitted Town Square Disposition or the Permitted Grid Disposition, by any Credit Party or any Affiliate thereof), an amount equal to the cash proceeds received by any Credit Party or any of its Subsidiaries from or in respect of such transaction or event (including cash proceeds of any non-cash proceeds of such transaction), less (i) any out-of-pocket fees, cash commissions, costs and expenses owing or paid to a Person that is not a Credit Party, a Restricted Subsidiary or an Affiliate thereof that are reasonably incurred by such Credit Party or Restricted Subsidiary in connection therewith, (ii) in the case of an Asset Disposition, the amount of any Debt secured by a Lien on the related assets and discharged from the proceeds of such Asset Disposition, (iii) in the case of an Asset Disposition, any Taxes (including withholding Taxes and tax distributions) paid or reasonably estimated by the applicable Credit Party or Restricted Subsidiary to be payable by such Person in respect of or in connection with such Asset Disposition (*provided* that if the actual amount of taxes paid is less than the estimated amount, the difference shall immediately constitute Net Cash Proceeds) and (iv) any reserve for adjustment in respect of (1) the sale price of such asset or assets established in accordance with GAAP and (2) any liabilities associated with such asset or assets and retained by a Credit Party or Subsidiary after such sale or other disposition thereof, including, pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such transaction.

“**No Undisclosed Information Representation**” means, with respect to any Person, a representation that such Person is not in possession of any material non-public information with respect to Holdings or any of its Subsidiaries that has not been disclosed to the Lenders generally (other than those Lenders who have elected to not receive any non-public information with respect to Holdings or any of its Subsidiaries), and if so disclosed could reasonably be expected to have a material effect upon, or otherwise be material to, the market price of the applicable Term Loan, or the decision of an assigning Lender to sell, or of an assignee to purchase, such Term Loan.

“**Non-Funding Revolving Lender**” means a Revolving Lender that has delivered a notice to Administrative Agent stating that such Revolving Lender shall cease making Revolving Loans due to the non-satisfaction of one or more conditions set forth in Article 7, and specifying any such non-satisfied conditions; *provided* that any Revolving Lender delivering any such notice shall be a Non-Funding Revolving Lender solely over the period commencing on the Business Day following receipt by Administrative Agent of such notice, and terminating on such date that

such Revolving Lender has either revoked the effectiveness of such notice or acknowledged to Administrative Agent the satisfaction of the condition specified in such notice.

“**Notes Purchase Agreement**” means the Note Purchase Agreement, dated as of the Restatement Date, among Intermediate Holdings, as Issuer, the purchasers party thereto and Blue Owl Capital Corporation, as administrative agent for the noteholders.

“**Notes**” means the Term Notes A, the Delayed Draw Term Notes, and the Revolving Loan Notes, or any combination of the foregoing, as the context may require.

“**Notice of Borrowing**” means a notice of a Responsible Officer, appropriately completed and substantially in the form of Exhibit C hereto or any other form agreed to by Administrative Agent and Administrative Borrower.

“**Notice of LC Credit Event**” means a notice from a Responsible Officer to Administrative Agent with respect to any issuance, increase or extension of a Letter of Credit specifying: (i) the date of issuance or increase of a Letter of Credit; (ii) the expiry date of such Letter of Credit; (iii) the proposed terms of such Letter of Credit, including the face amount; and (iv) the transactions that are to be supported or financed with such Letter of Credit or increase thereof.

“**Obligations**” means all obligations, liabilities and indebtedness (monetary (including interest and fees (including any Applicable Premium (if any))) that accrue after the commencement of an insolvency or bankruptcy proceeding, whether or not allowed or allowable in whole or in part as a claim in any such insolvency or bankruptcy proceeding) or otherwise) of each Credit Party under this Agreement or any other Credit Document, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. In addition, the Obligations shall include all obligations, liabilities and indebtedness arising from or in connection with all Swap Contracts entered into with any Eligible Swap Counterparty and all Support Agreements.

“**Obligee Guarantor**” has the meaning set forth in Section 10.8.

“**OFAC**” means the U.S. Department of Treasury Office of Foreign Assets Control.

“**Ordinary Course of Business**” means, in respect of any transaction involving any Person, materially in accordance with the ordinary course of such Person’s business, as conducted by any such Person in accordance with past practice (but subject to growth) and undertaken by such Person in good faith and not for purposes of evading any covenant or restriction in any Credit Document.

“**Organizational Documents**” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating, limited liability company or members agreement).

“**Original Credit Agreement**” has the meaning provided in the Recitals to this Agreement.

“**Other Connection Taxes**” means Taxes imposed as a result of a present or former connection between Administrative Agent or any Lender and the jurisdiction imposing such tax (other than connections arising from Administrative Agent or such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loans or any Credit Document).

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 12.6(c)).

“**Overadvance Revolving Loans**” has the meaning set forth in Section 2.1(c)(i)(B).

“**Participant**” has the meaning set forth in Section 12.6(b)(i).

“**Participant Register**” has the meaning set forth in Section 12.6(b)(ii).

“**Partner Bank**” means any Bank that provides depository services to any Customer Association in connection with a Depository Services Agreement. For the avoidance of doubt, Partner Banks may include Carona Affiliated Banks. As of the Restatement Date, CIT, Banc of California, Pacific Premier Bank, Alliance Association Bank, Enterprise Bank & Trust, Bank United, City National Bank, Harmony Bank and Webster Bank, N.A., Canadian Imperial Bank of Commerce, Sunwest Bank, Popular Bank, and Capital One, National Association are Partner Banks.

“**Partner Bank Deposits**” mean, collectively, deposits from Customer Associations held or deposited with Partner Banks in connection with the terms of a Customer Association Agreement. For the avoidance of doubt, “Partner Bank Deposits” shall include both “reserve” and “operating” deposits from a Customer Association held by a Partner Bank.

“**Payment Account**” means the account specified on the signature pages hereof into which all payments by or on behalf of Borrowers to Administrative Agent under the Credit Documents shall be made, or such other account as Administrative Agent shall from time to time specify by notice to Administrative Borrower.

“**Payment in Full Date**” means the first date that (i) all Commitments have terminated, (ii) all Letters of Credit have expired or been cancelled, replaced, backstopped with a reasonably acceptable letter of credit to the reasonable satisfaction of the LC Issuer (and to the reasonable satisfaction of Administrative Agent solely to the extent Administrative Agent has provided a Support Agreement with respect to such Letter of Credit) or cash collateralized or

subject to any other arrangement satisfactory to the LC Issuer (and Administrative Agent solely to the extent Administrative Agent has provided a Support Agreement with respect to such Letter of Credit), and (iii) all Obligations payable by the Borrowers and the Guarantors under this Agreement and all other Credit Documents shall have been paid in full in cash, other than (a) unasserted contingent indemnification obligations, (b) unasserted expense reimbursement obligations, and (c) Obligations under Swap Contracts that are not yet due and payable as to which other arrangements reasonably satisfactory to the relevant Eligible Swap Counterparty shall have been made.

“**Payment Notice**” shall have the meaning assigned to such term in Section 11.18(b).

“**Payment Notification**” means a written notification substantially in the form of Exhibit D hereto or any other form agreed to by Administrative Agent and Administrative Borrower.

“**Payment Recipient**” shall have the meaning assigned to such term in Section 11.18(a).

“**PBGC**” means the Pension Benefit Guaranty Corporation and any Person succeeding to any or all of its functions under ERISA.

“**Pension Plan**” means any ERISA Plan that is subject to Section 412 of the Code or Title IV of ERISA.

“**Periodic Term SOFR Determination Day**” has the meaning specified in the definition of “Term SOFR”.

“**Permitted Acquisition**” means the purchase or other acquisition by a Credit Party (other than Holdings or Intermediate Holdings) or a Restricted Subsidiary of all of the Equity Interests in, or all or substantially all of the property and assets of (or all or substantially all of the property and assets representing a business unit or business line of or customer base of) any Person, or a lesser portion of the Equity Interests or assets of a business, subject to the satisfaction of the following conditions:

(a) delivery to Administrative Agent, promptly as available, if in connection with an acquisition of a Material Subsidiary or for Acquisition Consideration of at least \$10,000,000 or if otherwise prepared by or on behalf of any Credit Party, (i) a basic reporting package similar in form and content to the sample package provided by Administrative Borrower to Administrative Agent prior to the Closing Date and (ii) a quality of earnings report from a firm of nationally recognized standing or otherwise reasonably acceptable to Administrative Agent; *provided*, that to the extent that any Delayed Draw Term Loans will be used to finance any portion of such acquisition, all items required to be delivered to Administrative Agent pursuant to this clause (a) shall be delivered at least five (5) Business Days prior to the date of consummation of such acquisition (or such lesser date as agreed to by Administrative Agent);

(b) delivery to Administrative Agent of (i) if in connection with an acquisition of a Material Subsidiary or for Acquisition Consideration of at least \$10,000,000, final, executed copies of material acquisition documents within five (5) Business Days after the date of consummation of such acquisition (or such later date as agreed to by Administrative Agent) and (ii) if in connection with an acquisition of a Material Subsidiary or for Acquisition Consideration of at least \$10,000,000 or for which any Delayed Draw Term Loan will be used to finance all or portion of such acquisition, substantially completed drafts of the material acquisition documents not less than one (1) Business Day before the date of consummation of such acquisition (or such later date as agreed to by Administrative Agent), *provided that* failure to provide any such documentation required by clause (b)(ii) prior to such date of consummation shall not prohibit the applicable Credit Party or Restricted Subsidiary from consummating such acquisition;

(c) the entity or assets being acquired is in compliance with the conduct of business covenant set forth in Section 5.13;

(d) the proposed acquisition (i) is consensual (not “hostile”) and, if applicable, has been approved by the acquisition target’s board of directors and (ii) will be consummated substantially in accordance with the terms of the applicable acquisition agreement in all material respects (or with such material changes agreed to by Administrative Agent);

(e) the Credit Parties and their Restricted Subsidiaries will take all actions required pursuant to Section 4.12 with respect to any Person or assets subject to such acquisition in the time periods set forth in such section, to the extent applicable;

(f) upon completion of all actions required by clause (e) above and Section 4.12 with respect to any Person or assets (including Equity Interests) subject to such acquisition, all Persons and assets acquired in connection with such acquisition will be Credit Parties and Collateral, respectively; *provided*, that (i) up to an aggregate amount of \$50,000,000 in Acquisition Consideration may be paid after the Restatement Date for all Permitted Acquisitions of Persons that do not become Credit Parties and assets that do not become Collateral and (ii) in addition, assets of *de minimis* value that are excluded from Collateral requirements in accordance with the Credit Documents and entities that will be Excluded Subsidiaries with *de minimis* contributions to Consolidated EBITDA may be acquired in any acquisition that is principally in respect of Persons that become Credit Parties and assets that become Collateral and shall not reduce the amount available under the immediately preceding clause (f);

(g) subject to the Limited Condition Acquisition Provisions, no actual or pro forma Event of Default shall have occurred or be continuing immediately before and immediately after giving effect to the acquisition, any Debt and Liens assumed or incurred in connection therewith and any other substantially contemporaneous transactions undertaken in connection therewith;

(h) subject to the Limited Condition Acquisition Provisions, on a Pro Forma Basis after giving effect to the acquisition, any Debt and Liens assumed or incurred in

connection therewith and any other substantially contemporaneous transactions undertaken in connection therewith, the Total Net Leverage Ratio shall not exceed (i) the then-applicable financial covenant level set forth in Section 6.1 and (ii) if the Total Net Leverage Ratio as of the most recently ended Test Period is greater than the Applicable Incurrence Level, the actual Total Net Leverage Ratio immediately prior to giving effect to such acquisition and any related transactions;

(i) the acquisition shall comply with applicable Laws in all material respects; and

(j) in connection with an acquisition of a Material Subsidiary or for Acquisition Consideration of at least \$10,000,000, Administrative Borrower shall have delivered to Administrative Agent, within five (5) Business Days after the date of the consummation of such Permitted Acquisition, a certificate of a Responsible Officer certifying that all the conditions set forth in this definition have been satisfied, are inapplicable or were waived in writing prior to the consummation of such acquisition, and attaching all relevant financial calculations.

For the avoidance of doubt, if the conditions set forth above in this definition are satisfied, an acquisition may constitute a “Permitted Acquisition” in respect of a target with negative EBITDA.

“**Permitted Aircraft Lease**” means either (a) the Existing Aircraft Lease or (b) any lease by one or more Credit Parties from a Carona Permitted Holder or an Affiliate of the Credit Parties of an aircraft for part-time use by the Credit Parties for business purposes, so long as, in each case of clauses (a) and (b), the aggregate amount of (x) all payments made for the lease of the aircraft, insurance and hanger expenses by the Credit Parties and their Subsidiaries under or in connection with such lease during any Fiscal Year shall not exceed \$1,000,000 and (y) all additional expenses with respect to the lease of an aircraft for part-time use by the Credit Parties that are not included in clause (x) preceding, including expenses related to aircraft maintenance, service contracts, flight subscriptions, pilots, training, fuel and third party aircraft management services, do not exceed \$2,500,000 in the aggregate during any Fiscal Year. For the avoidance of doubt, the \$1,000,000 and the \$2,500,000 baskets are additive.

“**Permitted Contest**” means a contest maintained in good faith by appropriate proceedings promptly instituted and diligently conducted and with respect to which such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made.

“**Permitted Equity Incentive Plans**” means the (a) the Existing Equity Incentive Plans, (b) the Future Equity Long-Term Incentive Plan, and/or (as applicable) and (c) any other such plan approved in writing by the Administrative Agent in its reasonable discretion.

“**Permitted Grid Acquisition**” means the purchase or other acquisition by a Credit Party (other than Holdings or Intermediate Holdings) or a Subsidiary of the remaining portion of the Equity Interests or substantially all of the remaining assets of Grid Systems LLC, to the extent the following conditions are satisfied: (i) no Event of Default shall have occurred and be continuing immediately prior to or after giving effect to such acquisition, (ii) the Borrowers shall be in pro

forma compliance with Section 6.1 after giving effect to such acquisition, (iii) such purchase or other acquisition shall not be made using the proceeds of a Delayed Draw Term Loan and (iv) to the extent such purchase is being made using proceeds of Revolving Loans, the Borrowers shall, on a pro forma basis, have a Total Net Leverage Ratio not in excess of the Applicable Incurrence Level.

“Permitted Grid Disposition” means an Asset Disposition of all or any portion of (A) the current or future assets of Grid Systems, LLC or any of its subsidiaries or joint ventures in which it is invested (collectively, the **“Grid Systems Group”**), (B) the direct or indirect Equity Interests of the Grid Systems Group, or (C) all franchises, licenses, assets, properties and software owned by and used in connection with the business conducted by Grid Systems Group, to the extent the following conditions are satisfied: (i) the buyer is a third party that is not a Credit Party or Subsidiary thereof, an Affiliate of any Credit Party or Subsidiary thereof, any Carona Permitted Holder or any Affiliate of a Carona Permitted Holder, (ii) such Asset Disposition is for fair market value, (iii) at least 75% of the consideration payable by the buyer to the Credit Parties and their Affiliates in connection with such Asset Disposition shall be received in cash and (iv) no Specified Default shall have occurred and be continuing immediately prior to or after giving effect to such Asset Disposition.

“Permitted Liens” means Liens permitted pursuant to Section 5.2.

“Permitted Ratio Debt” means an unlimited amount of junior lien term loans or notes, subordinated term loans or notes or senior unsecured term loans or notes to the extent that, after giving effect to the incurrence or assumption thereof, the Incurrence Total Net Leverage Ratio, recomputed as of the last day of the most recently ended Fiscal Quarter for which financial statements have been delivered to Administrative Agent, will be no greater than the Incurrence Test Level; *provided* that such Permitted Ratio Debt will be only be permitted to the extent that the following terms and conditions are satisfied: (i) on a Pro Forma Basis giving effect to such incurrence or assumption, no Default or Event of Default shall exist, (ii) the final maturity date of any Permitted Ratio Debt shall be no earlier than the latest final stated maturity date of the Obligations and the weighted average life to maturity of any Permitted Ratio Debt shall not be shorter than the weighted average life to maturity of the Term Loan A, (iii) no Permitted Ratio Debt shall be entitled to receive mandatory repayments of principal prior to the latest final stated maturity date of the Obligations, (iv) such Permitted Ratio Debt shall be on terms and conditions that are customary for such type of indebtedness as of the date of incurrence or assumption thereof and no more burdensome to the Credit Parties and their Subsidiaries, taken as a whole, than the terms applicable to the Obligations, taken as a whole, unless (x) such more burdensome terms (which shall include any additional or more restrictive financial maintenance covenant(s)) are added to the Credit Documents for the benefit of Administrative Agent and Lenders or (y) such more burdensome terms only apply after the latest final stated maturity date of the Obligations, (v) no Permitted Ratio Debt shall receive the benefit of any guaranty or security unless such guaranty or security also supports the existing Obligations (or will be contemporaneously added to support the existing Obligations), and (vi) such Permitted Ratio Debt will be subject to customary intercreditor or subordination arrangements, as applicable, in each case that are reasonably satisfactory to Administrative Agent and Administrative Borrower; *provided*, that Administrative Agent acknowledges and agrees that the subordination terms applicable to Permitted Seller Debt

as in effect on the Closing Date, or any subordination terms that are more favorable to the senior lenders, are subordination terms that are reasonably satisfactory to Administrative Agent.

“**Permitted Refinancing**” means with respect to any Debt, modifications, refinancings, renewals, replacements, refunding or extensions of such Debt so long as:

- (a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Debt so refinanced, renewed, or extended, other than by the amount of accrued interest and premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,
- (b) such refinancings, renewals, or extensions do not result in a shortening of the Weighted Average Life to Maturity of the Debt so refinanced, renewed, or extended, nor are they on terms or conditions that, taken as a whole, are materially adverse to the interests of Lenders as compared to those applicable to the Debt being refinanced, refunded or replaced,
- (c) if the Debt that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations or otherwise subject to contractual intercreditor terms, then the terms and conditions of the refinancing, renewal, or extension must include subordination or intercreditor terms and conditions, as applicable, that, taken as a whole, are at least as favorable to Lenders as those that were applicable to the refinanced, renewed, or extended Debt, and
- (d) the Debt that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Debt that was refinanced, renewed, or extended.

“**Permitted Seller Debt**” means customary subordinated Debt evidenced by notes and incurred as a portion of the Acquisition Consideration payable in respect of a Permitted Acquisition and the Permitted Grid Acquisition, which shall be subordinated on terms and conditions, and pursuant to documentation, in form and substance reasonably satisfactory to Administrative Agent and Administrative Borrower, in an amount such that, at the time of and after giving effect to the incurrence or creation thereof, the aggregate amount all such Debt outstanding shall not exceed the sum of (i) \$75,000,000 plus (ii) an additional amount such that the Incurrence Total Net Leverage Ratio, on a Pro Forma Basis after giving effect to the incurrence or assumption of such Debt and the other transactions to be consummated in connection and substantially concurrently therewith (including repayment of Debt, if any), as of the last day of the most recently ended Test Period, will be no greater than the Incurrence Test Level; *provided*, that, (v) if secured, such Debt shall not be secured by any assets or property of Holdings, Intermediate Holdings or any Subsidiary other than the assets or property acquired in connection with the Permitted Acquisition or the Permitted Grid Acquisition to which such Debt relates, and in all cases such Liens shall be subordinated in accordance with this definition, (w) no such Debt shall receive the benefit of any guaranty from Holdings or any Subsidiary thereof unless such guaranty also supports the Obligations, (x) all such Debt existing on the Restatement Date shall be set forth on Schedule 5.1, (y) to the extent the proceeds of such Debt will be used to finance a Limited Condition Acquisition, the satisfaction of the condition set forth in clause (b)(ii) above will be subject to the Limited Condition Acquisition Provisions; *provided, further*, that in the event of the simultaneous incurrence of Debt under both clauses (i) and (ii) above, the Borrower may elect to

use amounts under clause (ii) above prior to clause (i) above (without giving effect to any simultaneous incurrence of any seller Debt under clause (i) in calculating the amount under clause (ii)) and (z) Administrative Agent acknowledges and agrees that the subordination terms applicable to Permitted Seller Debt as in effect on the Restatement Date and set forth on Schedule 5.1, or any subordination terms that are more favorable to the senior lenders, are subordination terms that are reasonably satisfactory to Administrative Agent.

“Permitted Town Square Disposition” means an Asset Disposition of all or any portion of (A) the current or future assets of SocialCondo Desenvolvimento de Software, Ltda. or SocialCondo USA Holdings, LLC (including the trademark “TOWNSQ™”) or any of its subsidiaries or joint ventures in which it is invested (collectively, the **“Social Condo Group”**), (B) the direct or indirect Equity Interests in any entity within the Social Condo Group, or (C) all franchises, licenses, assets, properties and software owned by and used in connection with the business conducted by the Social Condo Group, to the extent the following conditions are satisfied: (i) the buyer is a third party that is not a Credit Party or Subsidiary thereof, an Affiliate of any Credit Party or Subsidiary thereof, any Carona Permitted Holder or any Affiliate of a Carona Permitted Holder, (ii) such Asset Disposition is for fair market value, (iii) at least 75% of the consideration payable by the buyer to the Credit Parties and their Affiliates in connection with such Asset Disposition shall be received in cash and (iv) no Specified Default shall have occurred and be continuing immediately prior to or after giving effect to such Asset Disposition.

“Person” means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

“Pro Forma Basis” means, in connection with the calculation of any financial ratios and tests as of any applicable calculation date, including Total Net Leverage Ratio and the Incurrence Total Net Leverage Ratio, the making of such calculation after giving effect (i) to the extent applicable, any relevant Acquired EBITDA and Disposed EBITDA (including amounts added back to Consolidated EBITDA under clauses (xiii) and (xiv) of the definition thereof in connection therewith) and (ii) on a pro forma basis to:

(a) the consummation of any Specified Transaction as of the first (1st) day of the applicable calculation period, as if such Specified Transaction had been consummated on the first (1st) day of such calculation period;

(b) without duplication, the assumption, incurrence or issuance of any Debt by any of Holdings and its Subsidiaries (including any Person which becomes a Subsidiary pursuant to or in connection with such Specified Transaction) in connection with such Specified Transaction, as if such Debt had been assumed, incurred or issued (and the proceeds thereof applied) on the first (1st) day of such calculation period (with any such Debt bearing interest during any portion of the applicable measurement period prior to the relevant acquisition at the weighted average of the interest rates applicable to such Debt incurred during such period); *provided*, that in making any calculation of Total Net Leverage Ratio or Incurrence Total Net Leverage Ratio on a Pro Forma Basis, the cash proceeds of any Debt

assumed, incurred or issued in connection with a Specified Transaction shall be deemed not to constitute Qualified Cash; and

(c) the permanent repayment, retirement or redemption of any Debt (other than revolving Debt, except to the extent accompanied by a permanent commitment reduction) by any of Holdings and its Subsidiaries (including any Person which becomes a Subsidiary pursuant to or in connection with such Specified Transaction) in connection with such Specified Transaction, as if such Debt had been repaid, retired or redeemed on the first (1st) day of such calculation period.

“Pro Rata Share” means (i) with respect to a Lender’s right to receive payments of principal and interest with respect to Term Loan A, the Term Loan A Commitment Percentage of such Lender, (ii) with respect to a Lender’s right to receive payments of principal and interest with respect to Special Purpose DDTL Loans, such Lender’s Special Purpose DDTL Exposure with respect thereto, (iv) with respect to a Lender’s obligation to make Revolving Loans, such Lender’s (other than a Defaulted Lender’s) right to receive the unused line fee described in Section 2.3(b), and such Lender’s obligation to share in Letter of Credit Liabilities and, other than a Defaulted Lender’s, to receive the related Letter of Credit fee described in Section 2.5(b), the Revolving Loan Commitment Percentage of such Lender, (v) with respect to a Lender’s right to receive payments of principal and interest with respect to any tranche of Incremental Loans, such Lender’s Incremental Loan Exposure with respect to such tranche of Incremental Loans, (vi) with respect to a Lender’s right to receive payments of principal and interest with respect to Revolving Loans, such Lender’s Revolving Loan Exposure with respect thereto, and (vii) for all other purposes (including the indemnification obligations arising under Section 11.6) with respect to any Lender, the percentage obtained by dividing (x) the sum of the Revolving Loan Commitment Amount of such Lender (or, in the event the Revolving Loan Commitment shall have been terminated, such Lender’s then existing Revolving Loan Outstandings), plus the unfunded portion of the Delayed Draw Term Commitment of such Lender (or, in the event such Delayed Draw Term Commitment shall have been terminated, zero), plus such Lender’s then outstanding principal amount of the Term Loans by (y) the sum of the Revolving Loan Commitment (or, in the event the Revolving Loan Commitment shall have been terminated, the then existing Revolving Loan Outstandings) of all Lenders, plus the unfunded Delayed Draw Term Commitments (or, in the event such Delayed Draw Term Commitments shall have been terminated, zero) of all Lenders, plus the then outstanding principal amount of the Term Loans of all Lenders.

“Property Insurance Policy” means any insurance policy maintained by any Credit Party covering losses with respect to tangible real or personal property or improvements or losses from business interruption.

“Proprietary Information” means, with respect to the Credit Parties,

- (a) all Depository Services Agreements (whether redacted or otherwise)
- and
- (b) (i) all information, documents and records constituting a portion of, any Depository Services Agreement or any term or provision of any Depository Services Agreement, or including specific terms of any Depository Services Agreement, and

(ii) any summaries, descriptions or other information regarding any Depository Services Agreement or any of the business, economic or other terms of any Depository Services Agreement;

in each case under this clause (b), except to the extent (A) such information has been given in aggregate form in accordance with past practices in the financial deliveries made by the Credit Parties in accordance with the terms of Sections 4.1(a), (b) or (c) and (B) any written summaries or descriptions constitute general information regarding the Depository Services Agreements, in each case on an aggregate basis only, and do not contain or constitute specific provisions or economics for any specific Depository Services Agreements); provided that, with respect to this clause (b), any books and records that are not specifically and solely related to Depository Services Agreements and/or Partner Banks but include Proprietary Information, the Proprietary Information contained in such books and records may be redacted by the Administrative Borrower.

“Qualified Cash” means unrestricted cash of the Credit Parties and their Subsidiaries subject to a Deposit Account Control Agreement in an aggregate amount not to exceed \$50,000,000.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Credit Party that has total assets exceeding \$10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualified IPO” means any bona fide underwritten initial public offering (other than an offering pursuant to a registration statement on Form S-8 or offerings otherwise in connection with an employee benefit or employee stock purchase program) of at least \$100,000,000 of common Equity Interests of Holdings, Intermediate Holdings or Associations thereof pursuant to an effective registration statement filed with the Securities and Exchange Commission in accordance with the Securities Act of 1933, as amended.

“Quarterly Amortization Date” means each March 31, June 30, September 30 and December 31 (provided, that if any such date is not a Business Day, such Quarterly Amortization Date shall be the immediately preceding Business Day), commencing with the first Fiscal Quarter ended after the Restatement Date.

“Recently Acquired Entities” means each of AIM Realty, Inc., AIM Affordable Contractors, Inc., ProperTech Solutions, Inc., Property Pro LLC and CGFB LLC.

“Recipient” means Administrative Agent, any Lender, the LC Issuer or any other recipient of any payment to be made by or on account of any obligation of any Credit Party hereunder.

“Register” has the meaning specified in Section 12.6(a)(iii).

“Reimbursement Obligations” means, at any date, the obligations of Borrowers then outstanding to reimburse (a) Administrative Agent, for payments made by Administrative Agent under a Support Agreement and/or (b) any LC Issuer, for payments made by such LC Issuer under a Lender Letter of Credit.

“Related Parties” means, as to any Person, its agents, employees, directors, officers, professional advisors, Subsidiaries, Affiliates, representatives, attorneys, auditors and professional consultants.

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

“Replacement Lender” has the meaning set forth in Section 12.6(c).

“Required Lenders” means, subject to the provisions of Section 11.13(d): (a) at any time prior to the termination of either the Revolving Loan Commitment or all the Delayed Draw Term Commitments in accordance with the terms of this Agreement, Lenders holding in excess of fifty percent (50.0%) of the sum of the Revolving Loan Commitment, the aggregate unfunded amount of the Delayed Draw Term Commitments (provided, that if any tranche of Delayed Draw Term Commitments has been terminated, the Delayed Draw Term Commitment applicable to such tranche shall be deemed zero) and the outstanding principal balance of the Term Loans (taken as a whole); (b) at any time after the termination of the Revolving Loan Commitment but prior to the termination of all the Delayed Draw Term Commitments in accordance with the terms of this Agreement, Lenders holding in excess of fifty percent (50.0%) of the sum of (i) the then aggregate outstanding principal balance of the Loans plus (y) the then aggregate amount of Letter of Credit Liabilities plus (z) the aggregate unfunded amount of the Delayed Draw Term Commitments (provided, that if any tranche of Delayed Draw Term Commitments has been terminated, the Delayed Draw Term Commitment applicable to such tranche shall be deemed zero); (c) at any time after the termination of all of the Delayed Draw Term Commitments but prior to the termination of the Revolving Loan Commitment in accordance with the terms of this Agreement, Lenders holding in excess of fifty percent (50.0%) of the sum of (x) the Revolving Loan Commitment plus (y) the then aggregate outstanding principal balance of the Term Loans; and (d) at any time after the termination of both the Revolving Loan Commitment and all the Delayed Draw Term Commitments in accordance with the terms of this Agreement, Lenders holding in excess of fifty percent (50%) of the sum of (A) the then aggregate outstanding principal balance of the Loans plus (B) the then aggregate amount of Letter of Credit Liabilities.

“Required Revolving Lenders” means, subject to the provisions of Section 11.13(d), (a) at any time prior to the termination of the Revolving Loan Commitment in accordance with this Agreement, Revolving Lenders holding in excess of fifty percent (50.0%) of the Revolving Loan Commitment and (b) at any time after the termination of the Revolving Loan Commitment in accordance with this Agreement, Revolving Lenders holding in excess of fifty percent (50.0%) of the sum of (i) the then aggregate outstanding principal balance of the Revolving Loans plus (ii) the then aggregate amount of Letter of Credit Liabilities.

“Required Special Purpose DDTL Lenders” means, subject to the provisions of Section 11.13(d), (a) at any time prior to the termination of the Special Purpose DDTL Commitment in accordance with this Agreement, Special Purpose DDTL Lenders holding in excess of fifty percent (50.0%) of the sum of (i) the unfunded Special Purpose DDTL Commitment plus the then aggregate outstanding principal balance of the Special Purpose DDTL Loans, and (b) at any time after the termination of the Special Purpose DDTL Commitment in accordance with this Agreement, Special Purpose DDTL Lenders holding in excess of fifty percent (50.0%) of the then aggregate outstanding principal balance of the Special Purpose DDTL Loans.

“Required Term A Lenders” means, subject to the provisions of Section 11.13(d), Lenders holding Term Loan As in excess of fifty percent (50.0%) of the then aggregate outstanding principal balance of the Term Loan A.

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

“Responsible Officer” means the chief executive officer, chairman of the board, treasurer, chief legal officer and chief corporate officer, in each case of Administrative Borrower, or any other officer of Administrative Borrower designated in writing by Administrative Borrower and reasonably acceptable to Administrative Agent. Any document delivered hereunder or under any other Credit Document that is signed by a Responsible Officer shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action and such Responsible Officer shall be conclusively presumed to have acted on behalf of Administrative Borrower.

“Restatement” has the meaning provided in the Recitals to this Agreement.

“Restatement Date” means [], 2024.

“Restricted Distribution” means, with respect to any Person (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of Equity Interests of such Person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the Equity Interests of such Person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; (c) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire Equity Interests of such Person now or hereafter outstanding; and (d) any payment of management fees and expenses, transaction fees and expenses or other fees and expenses of a similar nature, or out-of-pocket expenses in connection therewith by any Person to its Affiliates. For the avoidance of doubt, any (i) customary fees paid to, and indemnifications of, directors and consultants of the Credit Parties and their respective Subsidiaries that are neither Affiliates nor officers of any Credit Party or Subsidiary thereof, (ii) any customary indemnifications of directors and consultants of the Credit Parties and their respective Subsidiaries that are either Affiliates or officers of any Credit Party or Subsidiary thereof, to the extent not materially more favorable to such Persons than indemnifications of directors and consultants that are not Affiliates or officers of any Credit Party or Subsidiary thereof, and (iii) payment of reasonable and customary compensation and

indemnification arrangements for officers and employees of the Credit Parties and their respective Subsidiaries, in each case in the Ordinary Course of Business, are not Restricted Distributions.

“Restricted Subsidiary” means each Subsidiary other than any Unrestricted Subsidiary; *provided, however*, upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary in accordance with the terms of Section 4.18, such Subsidiary shall be included in the definition of “Restricted Subsidiary”; *provided, further*, that each Borrower and each Subsidiary that owns, holds, exclusively licenses or otherwise has the exclusive right to use any Intellectual Property shall at all times constitute a Restricted Subsidiary, other than (i) any entity that is a part of the SocialCondo Group and designated as an Unrestricted Subsidiary may own (A) the Specified Town Square Trademarks and (B) the software applications, together with all enhancements, updates, versions or new releases of such software applications and all customizations, modifications, enhancements or derivative works thereof developed by SocialCondo Desenvolvimento de Software, Ltda. and licensed to SocialCondo USA Holdings, LLC pursuant to that certain Master License Agreement, dated as of December 2, 2016, as amended and assigned, which are designed to provide a digital platform for facilitation collaboration and communication among community management teams, boards and homeowners and residents (the **“Specified Town Square Software”**).

“Revolving Lender” means each Lender having a Revolving Loan Commitment Amount in excess of zero (or, in the event the Revolving Loan Commitment shall have been terminated or reduced to zero at any time, each Lender at such time having Revolving Loan Outstandings in excess of zero).

“Revolving Loan Availability Period” means the period from the first Business Day following the Restatement Date to the earliest of (i) the Commitment Expiry Date and (ii) the date on which Administrative Agent or Required Lenders elect to terminate the Revolving Loan Commitment pursuant to Section 8.2.

“Revolving Loan Borrowing” means a borrowing of a Revolving Loan.

“Revolving Loan Commitment” means the sum of each Lender’s Revolving Loan Commitment Amount. As of the Restatement Date, the aggregate amount of the Revolving Loan Commitment is \$125,000,000.

“Revolving Loan Commitment Amount” means, as to any Lender, the dollar amount set forth opposite such Lender’s name on the Commitment Annex under the column “Revolving Loan Commitment Amount” (if such Lender’s name is not so set forth thereon, then the dollar amount on the Commitment Annex for the Revolving Loan Commitment Amount for such Lender shall be deemed to be zero), as such amount may be adjusted from time to time by any “Amounts Assigned” (with respect to such Lender’s portion of Revolving Loans outstanding and its commitment to make Revolving Loans) pursuant to the terms of any and all effective Assignment Agreements to which such Lender is a party and/or pursuant to the funding of any Incremental Revolving Loan Commitments pursuant to Section 2.11.

“Revolving Loan Commitment Percentage” means, as to any Lender, (i) on the Restatement Date, the percentage set forth opposite such Lender’s name on the Commitment

Annex under the column “Revolving Loan Commitment Percentage” (if such Lender’s name is not so set forth thereon, then, on the Restatement Date, such percentage for such Lender shall be deemed to be zero) and (ii) on any date following the Restatement Date, the percentage equal to the Revolving Loan Commitment Amount of such Lender on such date divided by the aggregate Revolving Loan Commitment Amounts of all Lenders on such date.

“**Revolving Loan Exposure**” means, with respect to any Revolving Lender on any date of determination, the percentage equal to the amount of such Revolving Lender’s Revolving Loan Outstandings divided by the aggregate Revolving Loan Outstandings.

“**Revolving Loan Note(s)**” has the meaning set forth in Section 2.1(e).

“**Revolving Loan Outstandings**” means, at any time of calculation, the sum of the then existing aggregate outstanding principal amount of Revolving Loans and the then existing Letter of Credit Liabilities.

“**Revolving Loans**” has the meaning set forth in Section 2.1(c)(i).

“**Sanctions**” means, at any time, economic or financial sanctions or trade embargoes imposed, administered or enforced by OFAC or any other Governmental Authority that are applicable to any party to this Agreement at such time, including the International Emergency Economic Powers Act (Title II of Pub. L. 95-233) and the Trading With the Enemy Act (50 U.S.C. § 1 et. seq., as amended).

“**Second Incremental Closing Date**” means June 10, 2022.

“**Security Agreement**” means the Pledge and Security Agreement, dated as of the dated as of July 30, 2018, as reaffirmed on each of the Closing Date and the Restatement Date, as reaffirmed on the Restatement Date and as the same may be amended, amended and restated, supplemented, replaced, or otherwise modified from time to time.

“**Security Documents**” means the Security Agreement, each Intellectual Property security agreement filed with any Intellectual Property office with any applicable Governmental Authority, and any other agreement, document or instrument executed concurrently herewith or at any time hereafter pursuant to which one or more Credit Parties either (i) Guarantees payment or performance of all or any portion of the Obligations and/or (ii) provides, as security for all or any portion of the Obligations, a Lien on any of its assets in favor of Administrative Agent for its own benefit and the benefit of Lenders, as any or all of the same may be amended, supplemented, amended and restated or otherwise modified from time to time.

“**Settlement Date**” has the meaning set forth in Section 11.13(a)(ii).

“**Social Condo Group**” has the meaning set forth in the definition of Permitted Town Square Disposition.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**SOFR Borrowing**” means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

“**SOFR Loan**” means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (iii) of the definition of “Base Rate”.

“**Sold Entity or Business**” has the meaning specified in the definition of the term “Consolidated EBITDA”.

“**Solvent**” means, with respect to Holdings and its Subsidiaries on a particular date, that on such date (a) the fair value of the assets of Holdings and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of Holdings and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) Holdings and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) Holdings and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability.

“**Special Purpose DDTL Availability Period**” means the period following the Restatement Date to the earliest of (i) the date upon which all of the Special Purpose DDTL Commitment has been funded, (ii) the Special Purpose DDTL Commitment Expiry Date, (iii) the date on which Administrative Agent or Required Lenders elect to terminate the Special Purpose DDTL Commitment pursuant to Section 8.2 and (iv) the date on which Administrative Borrower elects to terminate the Special Purpose DDTL Commitment pursuant to Section 2.1(b)(ii).

“**Special Purpose DDTL Borrowing**” means a borrowing of a Special Purpose DDTL Loan.

“**Special Purpose DDTL Commitment**” means the sum of each Lender’s Special Purpose DDTL Commitment Amount. As of the Restatement Date, the aggregate amount of the Special Purpose DDTL Commitment is \$[155,500,000].

“**Special Purpose DDTL Commitment Amount**” means, as to any Lender, the dollar amount set forth opposite such Lender’s name on the Commitment Annex under the column “Special Purpose DDTL Commitment Amount” (if such Lender’s name is not so set forth thereon, then, on the Restatement Date, the dollar amount on the Commitment Annex for the Special Purpose DDTL Commitment Amount for such Lender shall be deemed to be zero), as such amount may be adjusted from time to time by any “Amounts Assigned” (with respect to such Lender’s portion of Special Purpose DDTL Loans outstanding and its commitment to make Special Purpose

DDTL Loans) pursuant to the terms of any and all effective Assignment Agreements to which such Lender is a party, and as such amount may be adjusted from time to time in accordance with this Agreement, including by such amount being reduced in connection with the making of a Special Purpose DDTL Loan.

“Special Purpose DDTL Commitment Expiry Date” means the Maturity Date.

“Special Purpose DDTL Commitment Percentage” means, as to any Lender, (i) on the Restatement Date, the percentage set forth opposite such Lender’s name on the Commitment Annex under the column “Special Purpose DDTL Commitment Percentage” (if such Lender’s name is not so set forth thereon, then, on the Restatement Date, such percentage for such Lender shall be deemed to be zero) and (ii) on any date following the Restatement Date, the percentage equal to the Special Purpose DDTL Commitment Amount of such Lender on such date divided by the aggregate Special Purpose DDTL Commitment Amounts of all Lenders on such date.

“Special Purpose DDTL Exposure” means, with respect to any Lender on any date of determination, the percentage equal to the amount of such Lender’s Special Purpose DDTL Loan Outstandings on such date divided by the aggregate Special Purpose DDTL Loan Outstandings of all Lenders on such date.

“Special Purpose DDTL Lender” means each Lender having a Special Purpose DDTL Commitment Amount or Special Purpose DDTL Loan Outstandings in excess of zero.

“Special Purpose DDTL Loan Limit” means, at any time of determination, the unfunded Special Purpose DDTL Commitment at such time.

“Special Purpose DDTL Loan Outstandings” means at any time of calculation the sum of the then existing aggregate outstanding principal amount of Special Purpose DDTL Loans.

“Special Purpose DDTL Loans” has the meaning set forth in Section 2.1(b)(i).

“Specified Artwork” means, collectively, the pieces of art disclosed to Administrative Agent in writing prior to the Restatement Date.

“Specified Default” means the occurrence of any of the following:

- (i) an Event of Default under Section 8.1(a),
- (ii) a Default or an Event of Default under Section 8.1(b) solely with respect to the failure to observe or perform any covenant contained in (x) any of Sections 4.1(a) through 4.1(d), and such Default or Event of Default shall have continued to exist for a period of five (5) consecutive Business Days, or (y) Section 6.1 (subject to Section 6.3), or
- (iii) an Event of Default under Section 8.1(f) or Section 8.1(g).

“**Specified Equity Contribution**” has the meaning set forth in Section 6.3.

“**Specified Margin**” means, as determined at any date, the amount of Applicable Margin attributable to the Term Loans equal to (a) at all times prior to June 10, 2025, 2.50% per annum, and (b) at all times on and after June 10, 2025, 1.50% per annum.

“**Specified Natural Person**” means (i) a natural person that has been identified by the Borrower in writing to Administrative Agent prior to the Restatement Date, and (ii) any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person described in clause (i) of this definition.

“**Specified Town Square Trademarks**” means the three trademarks listed below:

MARK	USPTO REGISTRATION NO. or APPLICATION SERIAL NO.	REGISTRATION DATE or FILING DATE	REGISTRANT/ APPLICANT
TOWNSQ – Canada	S/N 1836605	May 10, 2017	SocialCondo USA Holdings, LLC
TOWNSQ – Mexico	Reg. No. 1821920	May 18, 2017	SocialCondo USA Holdings, LLC
TOWNSQ – U.S.	S/N 87/408863	April 12, 2017	SocialCondo USA Holdings, LLC

“**Specified Transaction**” means any Investment, any designation of a Subsidiary as a Credit Party, any Permitted Acquisition, the Permitted Grid Acquisition, any Asset Disposition, any incurrence or repayment of Debt (other than Debt incurred or repaid under any revolving credit facility or line of credit, except to the extent accompanied by a permanent commitment reduction), any Restricted Distribution, any Incremental Loan, or any other event that by the terms of this Agreement requires such test to be calculated on a “or after giving pro forma effect”; *provided* that any increase in the Revolving Loan Commitment, for purposes of this “Specified Transaction” definition, shall be deemed to be fully drawn.

“**Stated Rate**” has the meaning set forth in Section 2.7(b).

“**Subsidiary**” means, with respect to any Person, (i) any corporation of which an aggregate of more than fifty percent (50.0%) of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Equity Interests of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50.0%) of such Equity Interests whether by proxy, agreement, operation of Law or otherwise, and (ii) any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50.0%) or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a direct or indirect Subsidiary of Holdings. Unless otherwise expressly stated, each reference to a Subsidiary of

Holdings, Intermediate Holdings, Administrative Borrower, or a Credit Party shall be a reference to a Restricted Subsidiary of such Person (and shall exclude any Unrestricted Subsidiary).

“**Support Agreement**” has the meaning set forth in Section 2.5(a).

“**Supported Letter of Credit**” means a Letter of Credit issued by an LC Issuer in reliance on one or more Support Agreements.

“**Swap Contract**” means (a) any “swap agreement”, as defined in Section 101 of the Bankruptcy Code, that is intended to provide protection against fluctuations in interest or currency exchange rates, (b) any and all agreements or documents not entered into for speculative purposes that provide for an interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging exposure to fluctuations in interest or exchange rates, loan, credit exchange, security, or currency valuations or commodity prices, and (c) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a “**Master Agreement**”), including any such obligations or liabilities under any Master Agreement.

“**Swap Obligation**” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“**Swap Termination Value**” means, in respect of any one or more Swap Contracts, after taking into account the effect of any netting agreement relating to such Swap Contracts (to the extent, and only to the extent, such netting agreements are legally enforceable in insolvency proceedings against the applicable counterparty obligor thereunder), (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Lender**” means (i) each Lender having a Term Loan A Commitment Percentage in excess of zero (or, in the event the Term Loan A shall have been terminated or reduced to zero at any time, each Lender at such time holding outstanding Term Loan A in excess of zero) and (ii) each Delayed Draw Term Lender.

“**Term Loan A**” means the term loan made by the Lenders to the Borrowers on the Restatement Date pursuant to Section 2.1(a) (including any portion of the Existing Term Loan exchanged for Term Loan A hereunder on the Restatement Date).

“**Term Loan A Commitment**” means, with respect to any Lender, its obligation to make its portion of the Term Loan A to the Borrowers, or exchange its portion of Existing Term Loans for Term Loan A on the Restatement Date, in each case, in the amount set forth on Annex A. On the Restatement Date, the aggregate amount of the Term Loan A Commitment is \$[]².

“**Term Loan A Commitment Percentage**” means, as to any Lender, (i) on the Restatement Date, the percentage set forth opposite such Lender’s name on the Commitment Annex under the column “**Term Loan A Commitment Percentage**” (if such Lender’s name is not so set forth thereon, then, on the Restatement Date, such percentage for such Lender shall be deemed to be zero) and (ii) on any date following the Restatement Date, the percentage equal to the principal amount of Term Loan A held by such Lender on such date *divided* by the aggregate principal amount of Term Loan A outstanding on such date.

“**Term Loans**” means, collectively, the Term Loan A, the Delayed Draw Term Loans, and any Incremental Term Loans made pursuant to Section 2.11.

“**Term Note(s) A**” has the meaning set forth in Section 2.1(e).

“**Term SOFR**” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “**Periodic Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**Base Rate Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator

² NTD: Total amount of Term Loan A to be confirmed.

and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

“**Term SOFR Adjustment**” means, for any calculation with respect to a Base Rate Loan or a SOFR Loan, a percentage per annum as set forth below for the applicable Type of such Loan and (if applicable) Interest Period therefor:

Base Rate Loans:

0.11448%

SOFR Loans:

Interest Period	Percentage
One month	0.11448%
Three months	0.26161%
Six months	0.42826%

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“**Term SOFR Reference Rate**” means the forward-looking term rate based on SOFR.

“**Termination Date**” means, with respect to the Term Loans, the Maturity Date and, with respect to the Revolving Loan Commitments, the Commitment Termination Date.

“**Test Period**” means, as of any date of determination, the twelve (12) month period ending on the date most recently ended for which financial statements have been delivered to Administrative Agent pursuant to Section 4.1(a) or (b) (whichever was most recently delivered to Administrative Agent).

“**Total Assets**” means the total assets of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of

Holdings delivered to Administrative Agent pursuant to Section 4.1(a) or (b), as applicable, or, for the period prior to the time the first such balance sheet is so delivered pursuant to Section 4.1(a) or (b), as applicable, following the Restatement Date, the equivalent financial statements delivered pursuant to Section 4.1(a) or (b) of the Original Credit Agreement, as applicable.

“**Total Debt**” means, as of any date of determination, the outstanding aggregate principal balance of all Funded Debt outstanding on such date of determination.

“**Total Net Leverage Ratio**” means, as of any at any date of determination, with respect to Holdings and its Subsidiaries, the ratio of (i) Total Debt less Qualified Cash, to (ii) Consolidated EBITDA for the Test Period ending on such date.

“**Type**” means, with respect to a Loan, its character as a Base Rate Loan or a SOFR Loan.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; *provided* that if perfection or the effect of perfection or non-perfection or the priority of any security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**United States**” means the United States of America.

“**Unrestricted Subsidiary**” means, on the Restatement Date, Grid Systems LLC, SocialCondo USA Holdings, LLC, SocialCondo USA Holdings II, LLC and SocialCondo Desenvolvimento de Software, Ltda., and from time to time thereafter, any other Subsidiary of the Borrowers designated by the board of directors of Administrative Borrower as an Unrestricted Subsidiary pursuant to and in accordance with Section 4.17 subsequent to the Restatement Date; *provided*, that (i) no Borrower shall be designated as an Unrestricted Subsidiary, (ii) no Subsidiary that owns, holds, exclusively licenses or otherwise has the exclusive right to use any Intellectual Property (other than Intellectual Property of *de minimis* value which is not material to the operation of the business of the Credit Parties and their Restricted Subsidiaries) shall be designated as an

Unrestricted Subsidiary and (iii) Associa PAC shall not be designated as an Unrestricted Subsidiary.

“**USD LIBOR**” means the London interbank offered rate for U.S. dollars.

“**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**U.S. Person**” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“**Weighted Average Life to Maturity**” means, when applied to any Debt at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (ii) the then outstanding principal amount of such Debt; provided that for purposes of determining the Weighted Average Life to Maturity of any Debt that is being modified, refinanced, refunded, renewed, replaced or extended (the “**Applicable Indebtedness**”), the effects of any prepayments made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

“**Wholly-Owned Subsidiary**” means, with respect to any Person, any Subsidiary of such Person of which all of the Equity Interests (other than directors’ qualifying shares) are directly or indirectly owned or controlled by such Person or one or more Wholly-Owned Subsidiaries of such Person.

“**Withholding Agent**” means any Credit Party and Administrative Agent.

“**Working Capital**” means, as at any date of determination, the excess or deficiency of Current Assets over Current Liabilities.

“**Working Capital Adjustment**” means, for any period on a consolidated basis, the amount (which may be a negative number) by which consolidated Working Capital as of the beginning of such period exceeds (or is less than) consolidated Working Capital as of the end of such period.

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that

any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2 Accounting Terms and Determinations.

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder (including determinations made pursuant to the exhibits hereto) shall be made, and all financial statements required to be delivered hereunder shall be prepared on a consolidated basis in accordance with GAAP applied on a basis consistent with the most recent audited consolidated financial statements of Holdings and its Subsidiaries delivered to Administrative Agent. If at any time any change in GAAP would affect the computation of any financial ratio or financial requirement set forth in any Credit Document, and Holdings or the Required Lenders shall so request, Administrative Agent, Lenders and Administrative Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Borrowers shall provide to Administrative Agent and Lenders financial statements and other documents required under this Agreement which include a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. All amounts used for purposes of financial calculations required to be made herein shall be without duplication. No effect shall be given to any change in GAAP arising out of the change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010.

Section 1.3 Other Definitional Provisions.

Unless the context otherwise clearly requires, references: (a) in this Agreement to “Articles”, “Sections”, “Annexes”, “Exhibits” or “Schedules” shall be to Articles, Sections, Annexes, Exhibits or Schedules of or to this Agreement; (b) more generally, to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto; (c) to agreements (including this Agreement), documents or instruments will be deemed to include all subsequent amendments, renewals, extensions, replacements, restatements and other modifications thereto, but only to the extent such amendments, renewals, extensions, replacements, restatements and other modifications are not prohibited by the terms of any Credit Document; (d) to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation; and (e) to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. Any term defined herein may be used in the singular or plural. “Include”, “includes” and “including” shall be deemed to be followed by “without limitation”. Except as otherwise specified herein, references to any Person include the successors and assigns of such Person. References “from” or “through” any date mean, unless otherwise specified, “from and including” or “through and including”, respectively.

Section 1.4 Settlement and Funding Mechanics.

Unless otherwise specified herein, the settlement of all payments and fundings hereunder between or among the parties hereto shall be made in lawful money of the United States and in immediately available funds in the amount paid with respect to the date such payment is due (or paid, if earlier).

Section 1.5 Time is of the Essence.

Time is of the essence in Borrowers' and each other Credit Party's performance under this Agreement and all other Credit Documents.

Section 1.6 Financial Covenant Calculations.

All amounts used for purposes of financial calculations required to be made herein shall be without duplication. Notwithstanding anything to the contrary herein (unless expressly stated otherwise), for purposes of determining compliance with any test contained in this Agreement with respect to any period during which any Specified Transaction occurs, or for which any Specified Transaction is given pro forma effect, Consolidated EBITDA, the Total Net Leverage Ratio, the Incurrence Total Net Leverage Ratio and Total Assets shall be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis. For purposes of determining compliance on a Pro Forma Basis with any financial covenant as of any date prior to the first date on which such financial covenant is to be tested hereunder, the level of any such financial covenant shall be deemed to be the covenant level for such first test date. Any financial deliverables or calculations of Consolidated EBITDA requested hereunder in connection with any provision of Section 4.1 prior to the time any such applicable deliverable is due under the applicable provision of Section 4.1 shall instead be based on the applicable or equivalent financial deliverable delivered pursuant to Section 4.1 of the Original Credit Agreement. If the availability of Debt under this Agreement, or other incurrence of Debt in compliance with this Agreement, is subject to a maximum leverage ratio, then, solely for the purposes of determining such availability or compliance, the cash proceeds of such Debt, shall not be included in the calculation, if applicable, of cash or cash equivalents included in the determination of such leverage ratio. A breach of a financial covenant contained in Article VI shall be deemed to have occurred as of the relevant quarterly test date under Article VI, regardless of when the financial statements reflecting such breach are delivered to Administrative Agent. Except as expressly set forth herein, (i) utilization of any amounts incurred in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test and any amounts included in the calculation of any threshold amount (and any component definition used in the foregoing) set forth in this Agreement, including in Articles VI and VII, shall be calculated from the period beginning on the Closing Date and so, for avoidance of doubt, shall be deemed to have been utilized or incurred, as applicable, in the same manner and to the same extent hereunder on the Restatement Date as the corresponding amount or threshold in the Original Credit Agreement had been utilized or incurred immediately prior to the effectiveness of this Agreement on the Restatement Date, and (ii) the amount of the Available Amount and Excess Cash Flow, shall, in each case, be calculated from the period beginning on the Closing Date and so, for avoidance of doubt, shall be deemed to equal an amount equal to (and comprised of the same component amounts thereunder as) the Available

Amount and Excess Cash Flow (each as defined in the Original Credit Agreement) under the Original Credit Agreement immediately prior to the effectiveness of this Agreement on the Restatement Date.

Section 1.7 Limited Condition Acquisitions.

Notwithstanding any other provision of this Agreement to the contrary, in the case of the incurrence of any Debt (other than under Revolving Loans, the Delayed Draw Term Loans, any Incremental Facility and any Permitted Ratio Debt, which shall remain subject to the terms thereof with respect to the impact, if any, of a Limited Condition Acquisition) or Liens or the making of any Investments or any consolidations, amalgamations, mergers or fundamental changes in connection with a Limited Condition Acquisition, at the Borrower's option, the accuracy of any representations and warranties, the existence of any Default or Event of Default, and any relevant ratios and baskets shall be determined as of the date the Limited Condition Acquisition Agreement for such Limited Condition Acquisition is entered into and, as applicable, calculated as if the acquisition and other pro forma events in connection therewith were consummated on such date; *provided* that (a) no Limited Condition Acquisition (or related transactions to be effected in reliance on the Limited Condition Acquisition Provisions) shall be permitted if a Default or Event of Default under Section 8.1(a), 8.1(f) or 8.1(g) shall exist at the time of its consummation (or would be caused thereby), and (b) if the Borrower has made such an election, after the date that the applicable Limited Condition Acquisition Agreement is executed and effective until the earlier of the consummation of such Limited Condition Acquisition or the LCA Termination Date with respect thereto, in connection with the calculation of any ratio or basket with respect to the incurrence of any other Debt or Liens, or the making of any other Investments, Restricted Distributions, payments in respect of Junior Debt, Asset Disposition or any consolidations, amalgamations, mergers or fundamental changes, any such ratio or basket shall be calculated both (i) on a Pro Forma Basis assuming such Permitted Acquisition or other permitted Investment and other pro forma events in connection therewith (including any incurrence of Debt and Liens) have been consummated and (ii) without giving effect to such Permitted Acquisition or other permitted Investment and such other pro forma events. Notwithstanding anything to the contrary, the Acquired EBITDA, acquired assets and Consolidated Net Income of any Acquired Entity or Business shall only be used in the determination of any relevant baskets (such as "growth" baskets) under the Credit Documents if and when such Permitted Acquisition or other permitted Investment has been consummated (the provisions of this paragraph and the definition of "Limited Condition Acquisition" are referred to in this Agreement as the "**Limited Condition Acquisition Provisions**").

Section 1.8 Inability to Determine Rates; Benchmark Replacement Setting.

(a) Subject to Section 1.8(b), if, on or prior to the first day of any Interest Period for any SOFR Loan, the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof, the Administrative Agent will promptly so notify the Administrative Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Administrative Borrower, any obligation of the Lenders to make SOFR Loans, and any right

of the Borrowers to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (i) any Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.3(e). Subject to Section 1.8(b), if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term SOFR” cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (iii) of the definition of “Base Rate” until the Administrative Agent revokes such determination.

(b) Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Administrative Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Administrative Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 1.8(b)(i) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Administrative Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Administrative Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 1.8(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group

of Lenders) pursuant to this Section 1.8, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 1.8.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Administrative Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Administrative Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

Section 1.9 Rates.

The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its

discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to any Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 LOANS AND LETTERS OF CREDIT

Section 2.1 Loans.

(a) Term Loans.

(i) Term Loan A. Pursuant to the Original Credit Agreement, Existing Lenders thereunder (i) extended a Term Loan A (as defined in the Original Credit Agreement) under Section 2.1(a)(i) of the Original Credit Agreement on the Closing Date (the “**Existing Term Loan A**”), (ii) from time to time extended Delayed Draw Term Loans (as defined in the Original Credit Agreement) under Section 2.1(b)(i) through (v) of the Original Credit Agreement (the “**Existing Delayed Draw Term Loans**”), (iii) extended a First Incremental Term Loan (as defined in the Original Credit Agreement) under Section 2.1(a)(ii) of the Original Credit Agreement on the First Incremental Closing Date (as defined in the Original Credit Agreement) (the “**Existing First Incremental Term Loan**”), (iv) extended a Fourth Incremental Term Loan (as defined in the Original Credit Agreement) under Section 2.1(a)(iii) of the Original Credit Agreement on the Fourth Incremental Closing Date (as defined in the Original Credit Agreement) (the “**Existing Fourth Incremental Term Loan**” and, together with the Existing Term Loan A, the Existing Delayed Draw Term Loans and the Existing First Incremental Term Loan, “**Existing Term Loans**”). On the terms and subject to the conditions set forth herein (including Section 7.1), each Lender (a) that is an Existing Lender agrees to exchange its Existing Term Loans into a Term Loan A on a dollar-for-dollar cashless basis on the Restatement Date in the amounts set forth opposite such Lender’s name on Annex A and (b) that is not an Existing Lender, hereby agrees, severally and not jointly, to make a Term Loan A on the Restatement Date in the amounts set forth opposite such Lender’s name on Annex A, such that, after giving effect to such exchange under the foregoing clause (a) and the making of a Term Loan A in accordance with the foregoing clause (b), the original aggregate principal amount of the Term Loan A shall be \$[]³. Notwithstanding anything to the contrary

³ NTD: Total amount of Term Loan A to be confirmed.

contained herein or in the Original Credit Agreement, all interest and fees that have accrued but not been paid under the Original Credit Agreement shall be paid in full in cash on the Restatement Date. No Lender shall have any obligation to fund any portion of Term Loan A required to be funded by any other Lender, but not so funded. Borrowers shall not have any right to reborrow any portion of the Term Loan A which are repaid or prepaid from time to time. Any portion of the commitment to fund Term Loan A on the Restatement Date and not so funded shall terminate on the Restatement Date.

(b) Delayed Draw Term Loans.

(i) Special Purpose DDTL Loan Commitment. From time to time during the Special Purpose DDTL Availability Period and on the terms and subject to the conditions set forth herein (including Section 7.2), Lenders hereby severally agree to make term loans to Borrowers equal to each such Lender's Special Purpose DDTL Commitment Percentage (if any) of the term loans requested by Borrowers at such time pursuant to this Section 2.1(b)(i) ("**Special Purpose DDTL Loans**"); *provided* that the amount of the Special Purpose DDTL Loans requested by Borrowers at such time shall not exceed the Special Purpose DDTL Loan Limit at such time. Each Lender's obligation to fund the Special Purpose DDTL Loans shall be limited to such Lender's Special Purpose DDTL Commitment Percentage of the Special Purpose DDTL Commitment, and no Lender shall have any obligation to fund any portion of any Special Purpose DDTL Loan required to be funded by any other Lender, but not so funded. Borrowers shall not have any right to reborrow any portion of the Special Purpose DDTL Loans which are repaid or prepaid from time to time.

(ii) Advancing Delayed Draw Term Loans.

(A) Borrowers shall deliver to Administrative Agent a Notice of Borrowing with respect to each proposed Delayed Draw Term Borrowing, such Notice of Borrowing to be delivered no later than 11:00 A.M. (New York City time) five (5) Business Days prior to the date of such proposed borrowing. Any such notice shall specify which Delayed Draw Term Commitment will be utilized for such Delayed Draw Term Borrowing. Once given, a Notice of Borrowing shall be irrevocable and Borrowers shall be bound thereby. Notwithstanding anything to the contrary contained in the foregoing clause (i), the Borrowers shall not request more than (x) six (6) Delayed Draw Term Loans with an individual principal amount of less than \$1,000,000 in any Fiscal Year and (y) fifteen (15) Delayed Draw Term Loans with an individual principal amount of more than \$1,000,000 and less than \$5,000,000 in any Fiscal Year.

(B) Borrowers hereby authorize Lenders and Administrative Agent to make Delayed Draw Term Loans based on electronic notices made by any Person which Administrative Agent, in good faith, believes to be acting on behalf of Borrowers, but only after Administrative Agent shall have established procedures acceptable to Administrative Agent for accepting electronic Notices of Borrowing, as indicated by Administrative Agent's written confirmation thereof.

(iii) Termination or Reduction of Delayed Draw Term Commitments. Administrative Borrower may, upon written notice to Administrative Agent, terminate any

Delayed Draw Term Commitment, or from time to time permanently reduce any Delayed Draw Term Commitments; *provided* that (i) any such notice will be irrevocable and received by the Administrative Agent not later than 1:00 P.M. (New York City time) three (3) Business Days prior to the requested effective date of such termination or reduction; (ii) any such partial reduction will be in an aggregate amount of \$1,000,000 or any whole multiple of \$100,000 and (iii) any such notice shall specify which Delayed Draw Term Commitment shall be reduced. Administrative Agent will promptly notify Lenders of any such notice of termination or reduction of a Delayed Draw Term Commitment. Any reduction of a Delayed Draw Term Commitment will be applied to the commitment of each Lender according to its Special Purpose DDTL Commitment Percentage, of the relevant Delayed Draw Term Commitment being reduced.

(c) Revolving Loans.

(i) Revolving Loans and Borrowings.

(A) Pursuant to the Original Credit Agreement, certain Existing Lenders thereunder extended Revolving Loan Commitments (as defined in the Original Credit Agreement) (the “**Existing Revolving Commitments**”). Each Revolving Lender that is an Existing Lender agrees to exchange its Existing Revolving Commitments for Revolving Loan Commitments hereunder in the amounts set forth opposite such Lender’s name on Annex A on a ratable basis based on the portion of such Existing Lender’s Existing Revolving Commitments on the Restatement Date that it exchanges for Revolving Loan Commitments hereunder on the Restatement Date. Notwithstanding anything to the contrary contained herein or in the Original Credit Agreement, all Revolving Loans (as defined under the Original Credit Agreement) (the “**Existing Revolving Loans**”) shall be prepaid in full in cash on the Restatement Date with the proceeds of the Term Loan A and no Revolving Loans shall be outstanding on the Restatement Date after giving effect to the Restatement. On and as of the Restatement Date, prior to giving effect to the Restatement, the principal balance of the Revolving Loans outstanding is \$36,000,000. On the terms and subject to the conditions set forth in Section 7.2, each Lender severally agrees to make Loans to Borrowers from time to time during the Revolving Loan Availability Period as set forth herein equal to such Lender’s Revolving Loan Commitment Percentage of revolving loans (“**Revolving Loans**”) requested by Borrowers hereunder; *provided* that after giving effect thereto, the Revolving Loan Outstandings of any Revolving Lender shall not exceed such Lender’s Pro Rata Share of the Revolving Loan Commitment. Within the foregoing limits, Borrowers may borrow under this Section 2.1(c)(i), may prepay or repay Revolving Loans from time to time and may reborrow Revolving Loans pursuant to this Section 2.1(c)(i).

(B) If Borrowers request that Revolving Lenders make, or permit to remain outstanding, Revolving Loans in an aggregate principal amount in excess of the then existing Revolving Loan Commitments minus the sum of the then existing Letter of Credit Liabilities, the Required Revolving Lenders may, in their sole discretion, elect to cause all Revolving Lenders to make, or permit to remain outstanding, such excess Revolving Loans (such excess Revolving Loans being referred to as “**Overadvance**”).

Revolving Loans”); *provided* that such Lenders may not at any time cause all Revolving Lenders to make, or permit to remain outstanding Overadvance Revolving Loans in excess of ten percent (10.0%) of the Revolving Loan Commitment. If Overadvance Revolving Loans are made, or permitted to remain outstanding, pursuant to the preceding sentence, then (a) the “Revolving Loan Commitment” shall be deemed increased by the amount of such permitted Overadvance Revolving Loans, but only for so long as Required Revolving Lenders allow such Overadvance Revolving Loans to be outstanding, (b) all Revolving Lenders shall be bound to make, or permit to remain outstanding such Overadvance Revolving Loans based upon their Pro Rata Shares of the Revolving Loan Commitment in accordance with the terms of this Agreement and (c) no breach, Default or Event of Default shall exist under this Agreement or any of the Credit Documents as a result of such Overadvance Revolving Loans.

(ii) Advancing Revolving Loans.

(A) Borrowers shall deliver to Administrative Agent a Notice of Borrowing with respect to each proposed Revolving Loan Borrowing, such Notice of Borrowing to be delivered no later than 11:00 A.M. (New York City time) (i) in the case of a Term SOFR Reference Rate borrowing three (3) U.S. Government Securities Business Days prior to the date of such proposed borrowing of SOFR Loans or (ii) in the case of a Base Rate borrowing, one (1) Business Day prior to the date of the requested borrowing. Once given, except as provided in Section 2.3(e)(iii), a Notice of Borrowing shall be irrevocable and Borrowers shall be bound thereby.

(B) Borrowers hereby authorize Lenders and Administrative Agent to make Revolving Loans based on telephonic notices made by any Person which Administrative Agent, in good faith, believes to be acting on behalf of Borrowers. Borrowers agree to deliver to Administrative Agent a Notice of Borrowing in respect of each Revolving Loan requested by telephone no later than one Business Day following such request. If the Notice of Borrowing differs in any respect from the action taken by Administrative Agent and Lenders, the records of Administrative Agent and Lenders shall govern absent manifest error. Borrowers further hereby authorize Lenders and Administrative Agent to make Revolving Loans based on electronic notices made by any Person which Administrative Agent, in good faith, believes to be acting on behalf of Borrowers, but only after Administrative Agent shall have established procedures acceptable to Administrative Agent for accepting electronic Notices of Borrowing, as indicated by Administrative Agent’s written confirmation thereof.

(C) Borrowers hereby authorize Administrative Agent to make Revolving Loans on behalf of Revolving Lenders, at any time in its sole discretion and regardless of the existence of any Default or Event of Default, (x) as provided in Section 2.5(c), with respect to obligations arising under Support Agreements, and (y) to pay interest, fees, expenses and other charges of any Credit Party (excluding charges in respect of principal payments in respect of the Loans) from time to time arising under this Agreement or any other Credit Document; *provided* that (1) Administrative Agent shall have no obligation at any time to make any Revolving Loan pursuant to the provisions of

the preceding sub-clause (y) and (2) Administrative Agent shall have no right to make Revolving Loans (A) as provided in Section 2.5(c) for the account of any Revolving Lender that was a Non-Funding Revolving Lender at the time Administrative Agent executed a Support Agreement for which Reimbursement Obligations have arisen pursuant to Section 2.5(c) and (B) for the account of any then-existing Non-Funding Revolving Lender to pay interest, fees, expenses and other charges of any Credit Party (other than Reimbursement Obligations that have arisen pursuant to Section 2.5(c) in respect of Support Agreements executed at the time any such Non-Funding Revolving Lender was not then a Non-Funding Revolving Lender).

(iii) Termination or Reduction of Revolving Loan Commitment. Administrative Borrower may, upon written notice to Administrative Agent, terminate the Revolving Loan Commitment, or from time to time permanently reduce the Revolving Loan Commitment to an amount not less than the amount of Revolving Loan Outstandings comprised of the Revolving Loans, and the Letter of Credit Liabilities; *provided* that (a) any such notice shall be received by Administrative Agent not later than 1:00 p.m. (New York City time) one (1) Business Day prior to the date of termination or reduction, (b) any partial reduction shall be in an aggregate amount of \$500,000 or any whole multiple of \$100,000 in excess thereof and (c) if, after giving effect to any reduction of the Revolving Loan Commitment, the amount of the outstanding Revolving Loans exceeds the Revolving Loan Commitment, such limit or sublimit shall be automatically reduced by the amount of such excess, or any combination of the foregoing, in an aggregate amount equal to such excess. Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Revolving Loan Commitment. Any reduction of the Revolving Loan Commitment shall be applied to the Revolving Loan Commitment of each Lender according to its Pro Rata Share of Revolving Loans, and the Letter of Credit Liabilities, as the case may be. All fees accrued with respect thereto until the effective date of any termination of the Revolving Loans, and the Letter of Credit Liabilities, as the case may be, shall be paid on the effective date of such termination.

(d) [Reserved].

(e) Notes. The portion of Term Loan A made by each Lender shall be evidenced, if so requested by such Lender, by a promissory note executed by Borrowers in the form attached hereto as Exhibit I (as may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, each a “**Term Note A**,” and collectively, the “**Term Notes A**”), the portion of Delayed Draw Term Loans made by each Lender shall be evidenced, if so requested by such Lender, by a promissory note executed by Borrowers in the form attached hereto as Exhibit J (as may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, each a “**Delayed Draw Term Note**,” and collectively, the “**Delayed Draw Term Notes**”), and the portion of the Revolving Loans made by each Lender shall be evidenced, if so requested by such Lender, by a promissory note executed by Borrowers in the form attached hereto as Exhibit H (as may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, each a “**Revolving Loan Note**,” and collectively, the “**Revolving Loan Notes**”) in an original principal amount equal to such Lender’s Pro Rata Share of Term Loan A, the applicable Delayed Draw

Term Commitment, and the Revolving Loan Commitment, respectively. All promissory notes issued in connection with the Original Credit Agreement may, upon the request of any Lender by written notice to Administrative Borrower (with a copy to Administrative Agent) may be amended and restated in accordance with the foregoing; provided that, notwithstanding the foregoing, no Existing Lender may request any Term Note A, Delayed Draw Term Note or Revolving Loan Note unless it has returned to the Administrative Borrower all Notes (as defined under the Original Credit Agreement) delivered to such Lender for Loans (as defined under the Original Credit Agreement) made under the Original Credit Agreement.

Section 2.2 Repayments and Prepayments of the Loans.

(a) Scheduled Repayments, Payments at Maturity; Termination of Commitments.

(i) There shall become due and payable, and Borrowers shall repay the Term Loan A through, scheduled payments on each Quarterly Amortization Date in an amount equal to \$[]⁴.

(ii) There shall become due and payable, and Borrowers shall repay the Delayed Draw Term Loans through, scheduled payments on each Quarterly Amortization Date in an amount equal to the Delayed Draw Term Amortization Amount. Such amount shall be applied ratably to each tranche of the outstanding Delayed Draw Term Loans.

(iii) The outstanding principal amount of all Term Loans and all other outstanding Obligations (if not sooner paid) shall become immediately due and payable in full on the Maturity Date.

(iv) The Revolving Loan Commitments shall terminate upon the Commitment Termination Date, and there shall become due, and Borrowers shall pay on the Commitment Termination Date, the Revolving Loan Outstandings as of such date, in each case, together with accrued and unpaid interest thereon to but excluding the Commitment Termination Date.

(b) Mandatory Prepayments. There shall become due and payable and Borrowers shall prepay the Term Loans (and the Revolving Loans, to the extent required by Section 2.2(d)(i)), in the following amounts and at the following times:

(i) on the fifth (5th) Business Day after the date on which financial statements are due pursuant to Section 4.1(b) for each Fiscal Year, beginning in respect of the Fiscal Year ending December 31, 2023 an amount equal to the Applicable ECF Percentage of Excess Cash Flow for such Fiscal Year minus the sum of (x) voluntary prepayments and purchases (including in accordance with Section 2.15, but in all cases limited to the actual amount of cash paid in such purchases) of the Term Loans and Revolving Loans (to the extent accompanied by a permanent reduction in Revolving Loan Commitment) made during such

⁴ NTD: To be updated as necessary to reflect 1.00% per annum of amount of Term Loan A.

Fiscal Year and after the end of such Fiscal Year but prior to the required date of such prepayment and (y) payments described in clauses (b)(iv) and (vi) of the definition of Excess Cash Flow made after the end of such Fiscal Year but prior to the required date of such prepayment to the extent that the obligations to make such payments were contemplated under a letter of intent executed by a Credit Party or Subsidiary and an unaffiliated counterparty prior to the end of such Fiscal Year, and, in each case of clauses (x) and (y), to the extent using Internally Generated Cash and in accordance with the terms and conditions of this Agreement;

(ii) no later than five (5) Business Days following the date on which any Credit Party or any of its Subsidiaries (or Administrative Agent as loss payee or assignee) receives any Major Casualty Proceeds, an amount equal to one-hundred percent (100.0%) of such Major Casualty Proceeds, together with any Applicable Premium (if any); *provided* that so long as no Event of Default has occurred and is continuing, the recipient (other than Administrative Agent) of any Major Casualty Proceeds may reinvest such Major Casualty Proceeds within one (1) year of receipt thereof in assets of a kind then used or usable in the business of the Credit Parties; *provided, further*, that if the applicable Credit Party does not intend to fully reinvest such Major Casualty Proceeds, or if the time period set forth in this sentence expires without such Credit Party having reinvested such Major Casualty Proceeds, Borrowers shall within five (5) Business Day prepay the Loans in an amount equal to such Major Casualty Proceeds (to the extent not reinvested or intended to be reinvested within such time period), together with any Applicable Premium (if any, and calculated as of the that such Major Casualty Proceeds were received);

(iii) no later than one (1) Business Day on which any Credit Party or any of its Subsidiaries receives any proceeds from the issuance and sale of any Debt (other than the proceeds of Debt permitted pursuant to Section 5.1), including any proceeds of any Refinancing Debt, an amount equal to one hundred percent (100%) of the Net Cash Proceeds, together with any Applicable Premium (if any), of such issuance and sale;

(iv) no later than five (5) Business Days following the date on which any Credit Party or any of its Subsidiaries receives the proceeds of any Asset Disposition (except for Asset Dispositions permitted under Section 5.3(a), (b), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o) (it being understood that the Asset Disposition permitted by Section 5.3(o) is subject to the prepayment requirement in the proviso below), (p) (it being understood that the Asset Disposition permitted by Section 5.3(p) is subject to the prepayment requirement in the proviso below) and (q)), an amount equal to one hundred percent (100%) of the Net Cash Proceeds of such Asset Disposition, together with any Applicable Premium (if any); *provided* that so long as no Event of Default has occurred and is continuing, the recipient of such Net Cash Proceeds may reinvest such Net Cash Proceeds within one (1) year in assets of a kind then used or usable in the business of the Credit Parties; *provided, further*, that if the applicable Credit Party does not intend to fully reinvest such Net Cash Proceeds, or if the time period set forth in this sentence expires without such Credit Party having reinvested such Net Cash Proceeds, Borrowers shall within five (5) Business Days prepay the Loans in an amount equal to such Net Cash Proceeds (to the extent not reinvested or intended to be reinvested within such time period) together with any Applicable Premium (if any); *provided, further*, that no prepayment shall be required pursuant to this Section 2.2(b)(iv) unless and until the aggregate

amount of all Net Cash Proceeds received during any Fiscal Year from all Asset Dispositions in such Fiscal Year exceeds \$5,000,000 (in which case all Net Cash Proceeds in excess of such amount shall be used to make prepayments pursuant to this Section 2.2(b)(iv)); *provided, lastly*, that notwithstanding anything to the contrary, fifty percent (50%) of the Net Cash Proceeds received in respect of the Permitted Town Square Disposition, Permitted Grid Disposition, or any other Asset Disposition of all or any portion of (A) the current or future assets of the Grid Systems Group, (B) the direct or indirect Equity Interests of the Grid Systems Group, (C) all franchises, licenses, assets, properties and software owned by and used in connection with the business conducted by the Grid Systems Group, (D) the current or future assets of Social Condo Group, (E) the direct or indirect Equity Interests in any entity within the Social Condo Group, or (F) all franchises, licenses, assets, properties and software owned by and used in connection with the business conducted by the Social Condo Group, in each case by any Credit Party or any Affiliate of a Credit Party, shall be applied to prepay the Term Loans no later than five (5) Business Days following the date on which any Credit Party or any of its Affiliates receives such Net Cash Proceeds, and the Credit Parties shall be entitled to retain all other Net Cash Proceeds that are not required to be so prepaid (for the avoidance of doubt, without a requirement to reinvest such retained Net Cash Proceeds); and

(v) subject to Section 2.1(c)(i)(B), if for any reason the sum of the Revolving Loan Outstandings exceeds at any time the total Revolving Loan Commitment then in effect, Borrowers shall immediately prepay the Revolving Loans and/or cash collateralize any remaining Letter of Credit Liabilities in the manner specified in Section 2.5(e) in an aggregate amount equal to such excess (each such prepayment to be applied as set forth in Section 2.2(d)(ii) below).

(vi) Notwithstanding any other provision of this Section 2.2(b), (A) to the extent that any or all of the Net Cash Proceeds of any Asset Disposition or Major Casualty Proceeds giving rise to a prepayment pursuant to either Section 2.2(b)(ii) or (iv) are received by a Foreign Subsidiary and are (i) prohibited or delayed by applicable local law from being repatriated to the United States, the realization or receipt of the portion of such Net Cash Proceeds or Major Casualty Proceeds will not be taken into account in determining the amount of prepayment of the Loans required by Section 2.2(b)(ii) or (iv), as applicable, for so long, but only so long, as the applicable local law will not permit or causes the delay of such repatriation to the United States; *provided*, that the Credit Parties shall, and shall cause each of their Subsidiaries to, promptly take all commercially reasonable actions available under the applicable local law to permit such repatriation; *provided, further*, and once repatriation of any of such affected amounts is permitted under the applicable local law, such amounts permitted to be repatriated (net of additional taxes payable or reserved against as a result thereof) will be promptly (and in any event not later than ten (10) Business Days after such repatriation) be taken into account in determining the amount of prepayment of the Loans required by Section 2.2(b)(ii) or (iv), as applicable, and (B) to the extent that the Administrative Borrower has reasonably determined in good faith (as set forth in a written notice by a Responsible Officer delivered to Administrative Agent) that repatriation of any or all of the Net Cash Proceeds of any Asset Disposition or Major Casualty Proceeds giving rise to a prepayment pursuant to either Section 2.2(b)(ii) or (iv) would be subject to material withholding taxes (taking into account any foreign tax credit or benefit received in connection with such repatriation) with

respect to such amount, the amount so affected shall not be taken into account in determining the amount of prepayment of the Loans required by Section 2.2(b)(ii) or (iv), as applicable; *provided* that, in the case of this clause (B), on or before the date on which any such amount so retained would otherwise have been required to be applied to reinvestments or prepayments pursuant to Section 2.2, the Borrowers shall apply an amount equal to such affected amount to such reinvestments or prepayments as if such amount had been received by the Borrowers rather than such Foreign Subsidiary, less the amount of additional taxes that would have been payable or reserved against if such amounts had been repatriated.

(c) Optional Prepayments. Borrowers may, upon delivery of a Payment Notification by Administrative Borrower to Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans and Term Loans in whole or in part without premium or penalty (other than the payment of any breakage fees and costs, fees and expenses associated with SOFR Loans pursuant to Section 2.3(f)(i) and any Applicable Premium, if any; *provided* that (i) such Payment Notification must be received by Administrative Agent not later than 1:00 p.m. (New York City time) (A) three (3) U.S. Government Securities Business Days prior to any date of prepayment of SOFR Loans and (B) one (1) Business Day prior to any date of prepayment of Base Rate Loans; and (ii) any such prepayment of any Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding). Each such Payment Notification shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if SOFR Loans are to be prepaid, the Interest Period(s) of such Loans, and the amount of the Applicable Premium (if any) to be paid. Upon receipt of any such Payment Notification, Administrative Agent will promptly notify each relevant Lender thereof. If any such Payment Notification is given, the amount specified in such Payment Notification shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid and any additional amounts required pursuant Section 2.3(e). Each prepayment of the Term Loans pursuant to this Section 2.2(c) shall be allocated among the Term Lenders holding such Term Loans *pro rata* in accordance with the principal amount of such Term Loans held by such Term Lenders (unless the Incremental Lenders agree to accept less than their *pro rata* share), and shall be applied as directed by Administrative Borrower, and absent such direction, to the installments of such Term Loans in direct order of maturity. Notwithstanding the foregoing, any Payment Notification of voluntary prepayment shall be revocable (or may be conditional) in the event of a prepayment in connection with a transaction to refinance the Loans in full or in connection with a transaction resulting in a Change of Control, in each case, in the event such transaction does not close.

(d) All Prepayments.

(i) Subject to Section 11.13(d), any prepayment required pursuant to Sections 2.2(b)(i) through (vi) shall be applied, first, to the prepayment of the Term Loans in accordance with Section 2.2(d)(iii), second, to the repayment of the outstanding Revolving Loans in the manner set forth in Section 2.2(d)(iv) and, third, to cash collateralize any remaining Letter of Credit Liabilities in the manner specified in Section 2.5(e) or cancel outstanding Letters of Credit, or any combination of the foregoing; *provided*, that notwithstanding the foregoing, any prepayment required by Section 2.2(b)(iii) in respect of Refinancing Revolving Facilities shall be applied first, to the repayment of the outstanding

Revolving Loans, second, to cash collateralize any remaining Letter of Credit Liabilities in the manner specified in Section 2.5(e) or cancel outstanding Letters of Credit, or any combination of the foregoing, and third, to the prepayment of the Term Loans in accordance with Section 2.2(d)(iii), and shall be accompanied by a permanent reduction of Revolving Loan Commitments in an amount equal to the principal amount (whether drawn or undrawn) of such Refinancing Revolving Facilities. In addition, the application of any prepayment pursuant to Section 2.2(b) shall be made, first, to Base Rate Loans and, second, to SOFR Loans. Each prepayment of the Loans under Sections 2.2(b), 2.2(c) shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and the Applicable Premium, if any, to the extent applicable thereto.

(ii) Subject to Section 11.13(d), prepayments of the Revolving Loans required to be repaid shall be applied, first, to the repayment of the outstanding Revolving Loans, and, second, after all Revolving Loans have been repaid, to cash collateralize any remaining Letter of Credit Liabilities in the manner specified in Section 2.5(e) or cancel outstanding Letters of Credit, or any combination of the foregoing.

(iii) Each prepayment of the Term Loans pursuant to Section 2.2(b) shall be allocated among the Term Lenders holding such Term Loans *pro rata* in accordance with the principal amount of such Term Loans held by such Term Lenders (unless the Incremental Lenders agree to accept less than their pro rata share), and shall be applied as directed by Administrative Borrower (and in the absence of any such direction, in direct order of maturity in accordance with the remaining outstanding principal amount of such installments (including, for the purposes of such calculation, the final payments at maturity of the Term Loans)).

(iv) Prepayments of Revolving Loans made pursuant to Section 2.2(b), first, shall be applied ratably to the Letter of Credit Borrowings, second, shall be applied ratably to the outstanding Revolving Loans (without a corresponding permanent Commitment reduction), and third, shall be used to cash collateralize any remaining Letter of Credit Liabilities in the manner specified in Section 2.5(e) or cancel outstanding Letters of Credit, or any combination of the foregoing.

(v) Notwithstanding anything to the contrary set forth in this Agreement or the Original Credit Agreement, proceeds of Loans on the Restatement Date shall be applied in accordance with Section 2.1(a), 2.1(c) and 12.18(h).

(e) Option to Decline. Any mandatory prepayment required to be made pursuant to Section 2.2(b) may be declined in whole or in part by any Lender without prejudice to such Lender's rights hereunder to accept or decline any future payments in respect of any mandatory prepayments, by providing written notice to Administrative Agent no later than 5:00 p.m. (New York City time) one (1) Business Day (or such other date acceptable to Administrative Agent) prior to the date of such prepayment. If a Lender chooses not to accept payment in respect of a mandatory prepayment in whole or in part the other Lenders that accept such mandatory prepayment shall have the option to share such proceeds on a pro rata basis (and if declined by all Lenders, such declined proceeds shall be retained by the Credit Parties) on or before the date otherwise due hereunder; provided that, to the extent such mandatory prepayment is declined by

all Lenders, such prepayment may be retained by the Borrower and shall be included in the Available Amount in accordance with the definition thereof; provided that, notwithstanding any other provision of this Section 2.2(e), the Borrower shall only be permitted to retain prepayments to be included in the Available Amount pursuant to this Sections 2.2(e) to the extent in excess, if any, of the amount used by the Issuer (as defined in the Note Purchase Agreement) to prepay the Holdco Notes (as defined in the Note Purchase Agreement) pursuant to Section 2.2(b)(vi) of the Note Purchase Agreement.

(f) No Implied Consent. Provisions contained in this Section 2.2 for application of proceeds of certain transactions shall not be deemed to constitute consent of the Lenders to transactions that are not otherwise permitted by the terms hereof or the other Credit Documents.

(g) Applicable Premium. Upon the occurrence of an Applicable Premium Trigger Event, the Borrowers shall pay to Administrative Agent, for the account of the Lenders, the Applicable Premium; provided, that, notwithstanding the foregoing, following (A) a Qualified IPO or (B) a Change of Control triggered by (x) the sale of 100% of Holdings, Intermediate Holdings or Associations or (y) the sale of all or substantially all of the property or assets of the Borrowers and their Subsidiaries, in either case, to a Person that is not an Affiliate of the Carona Permitted Holders (a “**Specified Change of Control**”), so long as (1) Blue Owl is the lender or the administrative agent with respect to a financing to the entity subject to such Qualified IPO or the purchaser of Holdings, Intermediate Holdings or Associations or of all or substantially all the assets of Borrowers and their Subsidiaries, as applicable, and (2) Blue Owl Credit Advisors LLC has customary “lead left” placement in such financing, the Applicable Premium payable to Blue Owl and to each Lender that is a lender under such new financing shall be reduced by 50%, (it being acknowledged and agreed that any Lender that is not a lender in such new financing will be entitled to receive the full amount of Applicable Premium as set forth in this Section 2.2(g) without any reduction). Without limiting the generality of the foregoing Sections 2.2(b) and (c), and notwithstanding anything to the contrary in this Agreement or any other Credit Document, it is understood and agreed that if the Obligations are accelerated (including by operation of law or otherwise) as a result of the occurrence and continuance of any Event of Default (other than Event of Default arising solely from a Specified Change of Control), the Applicable Premium, if any, determined as of the date of acceleration, will also be due and payable and will be treated and deemed as though the Term Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Applicable Premium payable in accordance with this Section 2.2(g) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event, and the Borrowers and the other Credit Parties agree that it is reasonable under the circumstances currently existing. The Applicable Premium, if any, shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means. THE BORROWERS AND THE OTHER CREDIT PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrowers and the other Credit Parties expressly agree that (A) the Applicable Premium is

reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (C) there has been a course of conduct between Lenders and the Credit Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium, (D) the Credit Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.2(g), (E) their agreement to pay the Applicable Premium is a material inducement to the Lenders to provide the Commitments and make the Term Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such Applicable Premium Trigger Event.

Section 2.3 Interest, Interest Calculations and Certain Fees.

(a) Interest. (i) From and following the Restatement Date, except as provided in Sections 2.3(a)(ii), 2.3(e)(iii) and 2.3(f) below, (A) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR Reference Rate for such Interest Period plus the Applicable Margin for such applicable facility hereunder; and (B) each Base Rate Loan under a applicable facility hereunder shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin for such applicable facility hereunder.

(ii) Default Interest. At the written election of the Required Lenders (or automatically upon the occurrence of and during the continuance of any Event of Default under Section 8.1(a), 8.1(f) or 8.1(g)), after the occurrence of an Event of Default and for so long as it continues, the outstanding amount under the Loans and the other Obligations shall bear interest at rates that are two percent (2.0%) in excess of the rates otherwise payable under this Agreement (in each such case, unless otherwise agreed by Administrative Agent in its sole discretion, with retroactive effect to the date of the Event of Default), and all such interest shall be payable in cash and on demand of Administrative Agent or the Required Lenders.

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(iv) Interest on each Loan shall be due and payable in cash in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Laws of the United States.

(v) Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document. The Administrative Agent will promptly notify the

Administrative Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

(b) Revolving Unused Line Fees. During the Revolving Loan Availability Period, Borrowers shall pay Administrative Agent, for the benefit of all Lenders committed to make Revolving Loans, in accordance with their respective Pro Rata Shares, a fee in an amount equal to (A) Revolving Loan Commitment minus the average daily balance of the sum of the Revolving Loan Outstandings during the preceding Fiscal Quarter (or portion thereof with respect to the payment due on the Commitment Termination Date), multiplied by (B) one-half of one percent (0.50%) per annum; *provided* that, notwithstanding the foregoing, no Defaulted Lender shall be entitled to receive its Pro Rata Share of the fee payable in accordance with this Section 2.3(b) and the fee payable by Borrowers pursuant to this clause (b) shall be reduced by an amount equal to such Defaulted Lender's Pro Rata Share thereof. Such fee is to be paid quarterly in arrears on the last Business Day of each Fiscal Quarter and on the Commitment Termination Date.

(c) Fee Letter Agreement. Borrowers shall pay the parties entitled thereto such fees as are specified as owing to them in the Fee Letter Agreements at the times and in the manner and amounts as are set forth therein.

(d) Computation of Interest and Related Fees; Payment of Interest. All interest and fees under each Credit Document shall be calculated on the basis of a 360-day year, except that interest computed by reference to the Base Rate at times when the Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case for the actual number of days elapsed. The date of funding of a Loan shall be included in the calculation of interest. The date of payment of a Loan shall be excluded from the calculation of interest. If a Loan is repaid on the same day that it is made, one (1) day's interest shall be charged.

(e) Compensation for Losses.

In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrowers pursuant to Section 2.10 then, in any such event, each Borrower shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds or from any fees payable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Administrative Borrower and shall be conclusive absent manifest error. Each Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(f) [Reserved].

(g) AHYDO. Notwithstanding anything herein to the contrary, if (i) the Term Loans remain outstanding after the fifth anniversary of the Restatement Date and (ii) the aggregate amount of the accrued but unpaid interest on the Term Loans (including any amounts treated as interest for U.S. federal income tax purposes, such as “original issue discount”) as of any Testing Date occurring after such fifth anniversary exceeds an amount equal to the Maximum Accrual, then all such accrued but unpaid interest on the Term Loans (including any amounts treated as interest for U.S. federal income tax purposes, such as “original issue discount”) as of such time in excess of an amount equal to the Maximum Accrual shall be paid in cash by each Borrower to the Lenders on such Testing Date, it being the intent of the parties hereto that the deductibility of interest under the Term Loans shall not be limited or deferred by reason of Section 163(i) of the Code. For these purposes, the “Maximum Accrual” is an amount equal to the product of the Term Loans’ issue price (as defined in Code Sections 1273(b) and 1274(a)) and their yield to maturity, and a “Testing Date” is any Interest Payment Date and the date on which any “accrual period” (within the meaning of Section 1272(a)(5) of the Code) closes. Any accrued interest which for any reason has not theretofore been paid shall be paid when otherwise due or in full on the date on which the final principal payment on the Term Loans is made.

Section 2.4 Borrowings, Conversions and Continuation of Loans.

(a) Each conversion of Term Loans or Revolving Loans from one Type to the other, and each continuation of SOFR Loans shall be made upon Administrative Borrower’s irrevocable written notice to Administrative Agent. Each such notice must be received by Administrative Agent not later than 1:00 p.m. (New York City time) (i) three (3) U.S. Government Securities Business Days prior to the requested date of any conversion to or continuation of SOFR Loans or (ii) one (1) Business Day prior to the requested date of any conversion to Base Rate Loans. Each notice by any Borrower pursuant to this Section 2.4(a) must be a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer. If the Notice of Borrowing differs in any respect from the action taken by Administrative Agent and Lenders, the records of Administrative Agent and the Lenders shall govern absent demonstrable error. Once given, a Notice of Borrowing shall be irrevocable and the Borrowers shall be bound thereby. Each conversion to or continuation of any SOFR Loan shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof, and each conversion to any Base Rate Loan shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof. Each such Notice of Borrowing shall, among other things, specify (i) whether Administrative Borrower is requesting a conversion of Term Loans or Revolving Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the conversion or continuation of the applicable Loans, as the case may be (which shall be a Business Day), (iii) the principal amount of Term Loans or Revolving Loans to be converted or continued, (iv) the Type of Term Loans or Revolving Loans to which existing Term Loans or Revolving Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If Administrative Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans or Revolving Loans shall be converted to Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If Administrative Borrower requests a conversion to or continuation of SOFR

Loans in any such Notice of Borrowing, but fails to specify an Interest Period, Administrative Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Notice of Borrowing, Administrative Agent shall promptly notify each Lender under the applicable Loan type, the amount of, and the Pro Rata Share of the applicable Term Loans or Revolving Loans, and if no timely notice of a conversion or continuation is provided by Administrative Borrower, Administrative Agent shall notify each Lender of the details of any automatic conversion to SOFR Loans described in Section 2.4(a). In the case of a borrowing of Term Loans or Revolving Loans, each Lender, which has a Commitment with respect to such certain type of Loan, shall make the amount of its Term Loan or Revolving Loan available to Administrative Agent in immediately available funds not later than 1:00 p.m. (New York City time) on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 7.2 (and, if such borrowing is the initial credit extension, Section 7.1), Administrative Agent shall make all funds so received available to Borrowers in like funds as received by Administrative Agent by wire transfer of such funds, in accordance with instructions provided to (and reasonably acceptable to) Administrative Agent by Administrative Borrower; *provided, however*, that if, on the date a Notice of Borrowing with respect to a borrowing of a Revolving Loan is given by Administrative Borrower, there are Letter of Credit Borrowings outstanding, then the proceeds of such borrowing of Revolving Loans, first, shall be applied to the payment in full of any such Letter of Credit Borrowings, and second, shall be made available to Borrowers as provided above. Borrowers further hereby authorize Lenders and Administrative Agent to make Revolving Loans based on electronic notices made by any Person which Administrative Agent, in good faith, believes to be acting on behalf of any Borrower, but only after Administrative Agent shall have established procedures acceptable to Administrative Agent for accepting electronic Notices of Borrowing, as indicated by Administrative Agent's written confirmation thereof.

(c) Each Borrower hereby authorizes Administrative Agent to make Revolving Loans on behalf of Revolving Lenders, at any time in its sole discretion and regardless of the existence of any Default or Event of Default, (x) as provided in Section 2.5(c), with respect to obligations arising under Support Agreements, and (y) (i) to pay principal, interest, and fees under this Agreement or under the Fee Letter Agreements, and (ii) if an Event of Default has occurred and is continuing, to pay expenses and other charges of any Credit Party (excluding charges in respect of principal payments in respect of the Loans) from time to time then due and owing under this Agreement or any other Credit Document; *provided* that Administrative Agent shall have no obligation at any time to make any Revolving Loan pursuant to the provisions of the preceding sub-clause (y).

(d) After giving effect to all borrowings of Term Loan, all conversions of Term Loans from one Type to the other, and all continuations of Term Loans as the same Type, there shall not be more than three (3) Interest Periods in effect in respect of the all Term Loans outstanding at any one time. After giving effect to all borrowings of Revolving Loans, all conversions of Revolving Loans from one Type to the other, and all continuations of Revolving Loans as the same Type, there shall not be more than three (3) Interest Periods in effect in respect of all Revolving Loans at any one time.

Section 2.5 Letters of Credit and Letter of Credit Fees.

(a) Letter of Credit. On the terms and subject to the conditions set forth herein, the Revolving Loan Commitments may be used by Borrowers, in addition to the making of Revolving Loans hereunder, for the issuance, prior to the Commitment Termination Date, by (i) Administrative Agent, of guarantees, assurances or other agreements or arrangements to induce an LC Issuer to issue or increase the amount of, or extend the expiry date of one or more Letters of Credit (each, a “**Support Agreement**”) and (ii) a Lender, identified by Administrative Agent and Administrative Borrower as an LC Issuer, of one or more Lender Letters of Credit, so long as, in each case:

(i) Administrative Agent and, in the case of a Lender Letter of Credit, LC Issuer shall have received a Notice of LC Credit Event no later than 1:00 p.m. (New York City time) ten (10) Business Days before the relevant date of issuance, increase or extension;

(ii) after giving effect to such issuance, increase or extension, (x) the aggregate Letter of Credit Liabilities under all Letters of Credit do not exceed \$5,000,000 and (y) the aggregate Revolving Loan Outstandings do not exceed the Revolving Loan Commitment; provided that, in the LC Issuer’s discretion, the aggregate Letter of Credit Liabilities under all Letters of Credit may exceed \$5,000,000, but shall not exceed \$20,000,000 in the aggregate at any time. For the avoidance of doubt, nothing herein shall require an LC Issuer to issue any Letter of Credit if the aggregate Letter of Credit Liabilities exceed \$5,000,000 at any time; and

(iii) no Letter of Credit will have an expiration date after the earlier of (a) one (1) year after the date of issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, whether by amendment or any automatic renewal provision, one year after the then current expiration date of such Letter of Credit) unless consented to by the LC Issuer and Administrative Agent, and (b) thirty (30) days (or such lesser notice agreed to by the LC Issuer and Administrative Agent) prior to the Commitment Termination Date. Notwithstanding anything herein to the contrary, at the discretion of Administrative Agent or the LC Issuer, as applicable, any Letter of Credit may provide for renewal for additional one-year periods (which will in no event extend beyond the Commitment Termination Date).

Nothing in this Agreement shall be construed to obligate any Lender to issue, increase the amount of or extend the expiry date of any Letter of Credit, which act or acts, if any, shall be subject to agreements to be entered into from time to time between Borrowers and such Lender. Each Lender that is an LC Issuer hereby agrees to give Administrative Agent prompt written notice of each issuance of a Lender Letter of Credit by such Lender and each payment made by such Lender in respect of Lender Letters of Credit issued by such Lender.

Notwithstanding anything to the contrary set forth herein, Borrowers agree and acknowledge that no part of the Revolving Loan Commitment will be available for the issuance of a Lender Letter of Credit until such times as Administrative Agent notifies Administrative Borrower that a Lender party to this Agreement is an LC Issuer.

(b) Letter of Credit Fee. Borrowers shall pay to Administrative Agent, for the benefit of the Revolving Lenders in accordance with their respective Pro Rata Shares, a letter of credit fee with respect to the Letter of Credit Liabilities for each Letter of Credit that has not been drawn upon, computed for each day from the date of issuance of such Letter of Credit to the date that is the last day a drawing is available under such Letter of Credit, at a rate per annum equal to the Applicable Margin then applicable to SOFR Loans for Revolving Loans; *provided* that, with respect to any Letter of Credit that, by its terms or the terms of any related Credit Document, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is then in effect. Such fee shall be payable in arrears on the first Business Day of each calendar month prior to the Commitment Termination Date and on such date. In addition, each Borrower agrees to pay promptly to the LC Issuer any one-time fronting fees and reasonable and documented issuance and administration fees that it may charge in connection with any Letter of Credit, which fees shall be payable in arrears on the first day of each calendar month prior to the Commitment Termination Date and on such date.

(c) Reimbursement Obligations of Borrowers. If either (i) Administrative Agent shall make a payment to an LC Issuer pursuant to a Support Agreement, or (ii) any Lender that is the LC Issuer shall notify Administrative Agent that it has made payment in respect of a Lender Letter of Credit, (i) Borrowers shall promptly reimburse Administrative Agent or such Lender, as applicable for the amount of such payment or (ii) Borrowers shall be deemed to have immediately requested that Revolving Lenders make a Revolving Loan to reimburse Administrative Agent or such Lender, which shall be a SOFR Loan, in a principal amount equal to the amount of such payment (but solely to the extent such Borrower shall have failed to directly reimburse Administrative Agent or, with respect to Lender Letters of Credit, the applicable LC Issuer, for the amount of such payment). Administrative Agent shall promptly notify Revolving Lenders of any such deemed request and each Revolving Lender hereby agrees to make available to Administrative Agent not later than 1:00 p.m. (New York City time) on the Business Day following such notification from Administrative Agent such Revolving Lender's Pro Rata Share of such Revolving Loan. Each Revolving Lender hereby absolutely and unconditionally agrees to fund such Revolving Lender's Pro Rata Share of the Loan described in the immediately preceding sentence, unaffected by any circumstance whatsoever, including (i) the occurrence and continuance of a Default or Event of Default, (ii) the fact that, whether before or after giving effect to the making of any such Revolving Loan, the Revolving Loan Outstandings exceed or will exceed the Revolving Loan Commitment and/or (iii) the non-satisfaction of any conditions set forth in Section 7.2; *provided, however*, that in no event shall any Lender be obligated to fund in excess of its Revolving Loan Commitment after giving effect to its share of Revolving Loan Outstandings. Administrative Agent hereby agrees to apply the gross proceeds of each Revolving Loan deemed made pursuant to this Section 2.5(c) in satisfaction of Borrowers' reimbursement obligations arising pursuant to this Section 2.5(c). Each Borrower shall pay interest, on demand, on all amounts so paid by Administrative Agent for each day until Borrowers reimburse Administrative Agent therefor at a rate per annum equal to the interest rate applicable to Revolving Loans for such day, whether such interest rate is the normal rate or the rate set forth in Section 2.3(a)(ii).

(d) Reimbursement and Other Payments by Borrowers. The obligations of Borrowers to reimburse Administrative Agent and/or the applicable LC Issuer pursuant to Section 2.5(c) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including the following:

(i) any lack of validity or enforceability of, or any amendment or waiver of or any consent to departure from, any Letter of Credit or any related document;

(ii) the existence of any claim, set-off, defense or other right which any Borrower may have at any time against the beneficiary of any Letter of Credit, the LC Issuer (including any claim for improper payment), Administrative Agent, any Lender or any other Person, whether in connection with any Credit Document or any unrelated transaction, *provided* that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(iii) any draft or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(iv) any affiliation between the LC Issuer and Administrative Agent; or

(v) to the extent permitted under applicable Law, any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(e) Deposit Obligations of Borrowers. In the event any Letters of Credit are outstanding at the time that any Borrower prepays or is required to repay the Obligations or the Revolving Loan Commitments are terminated, Borrowers shall (i) deposit with Administrative Agent for the benefit of all Revolving Lenders cash in an amount equal to one hundred and five percent (105%) of the aggregate outstanding Letter of Credit Liabilities to be available to Administrative Agent, for its benefit and the benefit of the LC Issuers, to reimburse payments of drafts drawn under such Letters of Credit and pay any fees and expenses related thereto and (ii) prepay the fee payable under Section 2.5(b) with respect to such Letters of Credit for the full remaining terms of such Letters of Credit. Upon the drawing of any Letter of Credit that has been cash collateralized, the funds held as cash collateral shall be applied (without any further action by or notice to or from any Borrower or any other Credit Party) to reimburse the LC Issuer or the Revolving Lenders, as applicable. Upon termination of any such Letter of Credit, the unearned portion of such prepaid fee attributable to such Letter of Credit shall be refunded to Borrowers, together with the deposit described in the preceding clause (i) to the extent not previously applied by Administrative Agent in the manner described herein.

(f) Participations in Support Agreements and Letters of Credit.

(i) Concurrently with the issuance of each Supported Letter of Credit, Administrative Agent shall be deemed to have sold and transferred to each Revolving Lender, and each such Revolving Lender shall be deemed irrevocably and immediately to have purchased and received from Administrative Agent, without recourse or warranty, an

undivided interest and participation in, to the extent of such Lender's Pro Rata Share of the Revolving Loan Commitments, Administrative Agent's Support Agreement liabilities and obligations in respect of such Supported Letters of Credit and Borrowers' Reimbursement Obligations with respect thereto. Concurrently with the issuance of each Lender Letter of Credit, the LC Issuer in respect thereof shall be deemed to have sold and transferred to each Revolving Lender, and each such Revolving Lender shall be deemed irrevocably and immediately to have purchased and received from such LC Issuer, without recourse or warranty, an undivided interest and participation in, to the extent of such Lender's Pro Rata Share of the Revolving Loan Commitments, such Lender Letter of Credit and Borrowers' Reimbursement Obligations with respect thereto. Any purchase obligation arising pursuant to this clause (f)(i) (A) shall be absolute and unconditional and (B) shall not be affected by any circumstances whatsoever, including any amendment, renewal or extension of any Support Agreement or Letter of Credit or the existence of a Default or Event of Default or reduction or termination of the Revolving Loan Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(ii) If either (A) Administrative Agent makes any payment or disbursement under any Support Agreement and/or (B) a LC Issuer makes any payment or disbursement under any Lender Letter of Credit and (x) Borrowers have not reimbursed Administrative Agent or, as applicable, the applicable LC Issuer with respect to any Lender Letter of Credit in full for such payment or disbursement in accordance with Section 2.5(c), or (y) any reimbursement received by Administrative Agent or any LC Issuer, as applicable, from any Credit Party is or must be returned or rescinded upon or during any bankruptcy or reorganization of any Credit Party or otherwise, each Revolving Lender shall be irrevocably and unconditionally obligated to pay to Administrative Agent or the applicable LC Issuer its Pro Rata Share of such payment or disbursement (but no such payment shall diminish the Obligations of Borrowers under Section 2.5(c)). To the extent any such Revolving Lender shall not have made such amount available to Administrative Agent or the applicable LC Issuer, as applicable, by 1:00 p.m. (New York City time) on the Business Day on which such Lender receives notice from Administrative Agent or the applicable LC Issuer, as applicable, of such payment or disbursement, or return or rescission such Lender agrees to pay interest on such amount to Administrative Agent or the applicable LC Issuer, as applicable, forthwith on demand accruing daily at the Federal Funds Rate, for the first three (3) days following such Lender's receipt of such notice, and thereafter at the Base Rate plus the Applicable Margin in respect of Revolving Loans. Any Revolving Lender's failure to make available to Administrative Agent or the applicable LC Issuer, as applicable, its Pro Rata Share of any such payment or disbursement, or return or rescission, shall not relieve any other Lender of its obligation hereunder to make available to Administrative Agent such other Revolving Lender's Pro Rata Share of such payment, but no Revolving Lender shall be responsible for the failure of any other Lender to make available to Administrative Agent or the applicable LC Issuer, as applicable, such other Lender's Pro Rata Share of any such payment or disbursement, or return or rescission.

(g) *Reallocation as a Result of Defaulted Lender.* If any Letter of Credit Liabilities are outstanding at the time a Lender becomes a Defaulted Lender then:

(i) all or any part of the Pro Rata Share of Letter of Credit Liabilities attributable to such Defaulted Lender shall be reallocated among the non-Defaulted Lenders in accordance with their respective Pro Rata Share of the Revolving Loan Commitments but only to the extent that (x) the sum of all non-Defaulted Lenders' Revolving Loan Outstandings, plus such non-Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities does not exceed the total of all non-Defaulted Lenders' Pro Rata Share of the Revolving Loan Commitments and (y) the conditions set forth in Section 7.2 are satisfied at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, Borrowers shall within three (3) Business Days following notice by Administrative Agent cash collateralize for the benefit of Administrative Agent and Revolving Lenders, and to be available to Administrative Agent, for its benefit and the benefit of issuers of Lender Letters of Credit, Borrowers' obligations corresponding to such Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities after giving effect to any partial reallocation pursuant to clause (i) above in accordance with the procedures set forth in Section 2.5(e) above, for so long as such Lender remains a Defaulted Lender and such Letter of Credit Liabilities are outstanding;

(iii) if Borrowers cash collateralizes any portion of such Defaulted Lender's Pro Rata Share of Letter of Credit Liabilities pursuant to clause (ii) above, Borrowers shall not be required to pay any fees to such Defaulted Lender pursuant to Section 2.5(b) above with respect to such Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities during the period such Defaulted Lender's Pro Rata Share of Letter of Credit Liabilities is cash collateralized;

(iv) if the Pro Rata Share of the Letter of Credit Liabilities of the non-Defaulted Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.3 and Section 2.5(b) shall be adjusted in accordance with such non-Defaulted Lenders' Pro Rata Share of the Revolving Loans and the then existing Letter of Credit Liabilities;

(v) if all or any portion of such Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of Administrative Agent, any LC Issuer or any other Lender hereunder, all unused line fees that otherwise would have been payable to such Defaulted Lender (solely with respect to such Defaulted Lender's Pro Rata Share of the Revolving Loan Commitments that was utilized for such Letter of Credit Liabilities) and letter of credit fees payable under Section 2.5(b) with respect to such Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities shall be payable to Administrative Agent (in the case of Supported Letters of Credit) or LC Issuer (in the case of Lender Letters of Credit) until and to the extent that such Defaulted Lender's Pro Rata Share of the Letter of Credit Liabilities is reallocated and/or cash collateralized;

(vi) so long as such Lender is a Defaulted Lender, neither Administrative Agent nor any LC Issuer shall be required to issue, amend or increase any Support Agreement or Letter of Credit, unless it is satisfied that the related exposure and the Defaulted Lender's

Pro Rata Share of the then outstanding Letter of Credit Liabilities will be one hundred percent (100%) covered by the Revolving Loan Commitments of the non-Defaulted Lenders and/or cash collateral will be provided by Borrowers, all in accordance with and as set forth in this Section 2.5(g), and participating interests in any newly issued or increased Letter of Credit or Support Agreement shall be allocated among non-Defaulted Lenders in a manner consistent with Section 2.5(g) (and such Defaulted Lender shall not participate therein); and

(vii) in the event that Administrative Agent, Borrowers, and the LC Issuers each agree that a Defaulted Lender has adequately remedied all matters that caused such Lender to be a Defaulted Lender, then the Pro Rata Share of the Letter of Credit Liabilities of all Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Loan Commitment and on such date such Lender shall purchase at par such of the Revolving Loan Outstandings of the other Revolving Lenders as Administrative Agent shall determine may be necessary in order for such Lender to hold such Revolving Loans in accordance with its Pro Rata Share of the Revolving Loan Commitments and any remaining cash collateral deposited by Borrowers in accordance with this Section 2.5(g) shall be returned to Borrowers.

(h) *Limitation of Liability.* Neither Administrative Agent, the Lenders nor the LC Issuer nor any of their Affiliates shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the LC Issuer; *provided* that the foregoing shall not be construed to excuse Administrative Agent, the Lenders, or the LC Issuer from liability to Borrowers to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by Borrowers to the extent permitted by applicable Law) suffered by any Borrower that are caused by Administrative Agent's, the Lenders', or the LC Issuer's (A) gross negligence or willful misconduct or (B) without limiting the generality of the foregoing, willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of any Letter of Credit. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Letter of Credit, the LC Issuer may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

Section 2.6 General Provisions Regarding Payment; Loan Account.

(a) All payments to be made by Borrowers under any Credit Document, including payments of principal and interest made hereunder and pursuant to any other Credit Document, and all fees, expenses, indemnities and reimbursements, shall be made without set-off or counterclaim, in lawful money of the United States and in immediately available funds. If

any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension (it being understood and agreed that, solely for purposes of calculating financial covenants and computations contained herein and determining compliance therewith, if payment is made, in full, on any such extended due date, such payment shall be deemed to have been paid on the original due date without giving effect to any extension thereto). Borrowers shall make all payments in immediately available funds to the Payment Account before noon (New York City time) on the date when due, and any payment made thereafter shall be deemed received on the Business Day so made; *provided* that any such payment made after noon (New York City time) on any Business Day may be deemed made on the next succeeding Business Day. Any prepayment or repayment of Revolving Loans and any optional or mandatory prepayment of Term Loans shall be accompanied by timely delivery to Administrative Agent of an appropriately completed Payment Notification, as provided in Sections 2.2(b) and (c). In the absence of receipt by Administrative Agent of an appropriately completed Payment Notification on or prior to such prepayment, Administrative Agent shall be entitled, notwithstanding any contrary application provisions contained herein, to apply optional prepayments received from Borrowers in such manner as Administrative Agent shall determine in its sole and absolute discretion.

(b) Administrative Agent shall maintain a loan account (the “**Loan Account**”) on its books to record Loans and other extensions of credit made by Lenders hereunder or under any other Credit Document, and all payments thereon made by Borrowers. All entries in the Loan Account shall be made in accordance with Administrative Agent’s customary accounting practices as in effect from time to time. The balance in the Loan Account, as recorded on Administrative Agent’s most recent printout or other written statement, shall be conclusive and binding evidence of the amounts due and owing to Administrative Agent and each Lender by Borrowers absent clear and convincing evidence to the contrary; *provided* that any failure to so record or any error in so recording shall not limit or otherwise affect Borrowers’ duty to pay all amounts owing hereunder or under any other Credit Document.

Section 2.7 Maximum Interest.

(a) In no event shall the interest charged with respect to the Notes (if any) or any other obligations of Borrowers under any Credit Document exceed the maximum amount permitted under the Laws of the State of New York or of any other applicable jurisdiction.

(b) Notwithstanding anything to the contrary herein or elsewhere, if at any time the rate of interest payable hereunder or under any Note or other Credit Document (the “**Stated Rate**”) would exceed the highest rate of interest permitted under any applicable Law to be charged (the “**Maximum Lawful Rate**”), then for so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable shall be equal to the Maximum Lawful Rate; *provided* that if at any time thereafter the Stated Rate is less than the Maximum Lawful Rate, Borrowers shall, to the extent permitted by Law, continue to pay interest at the Maximum Lawful Rate until such time as the total interest received is equal to the total interest which would have been received had the Stated Rate been (but for the operation of this provision) the interest rate

payable. Thereafter, the interest rate payable shall be the Stated Rate unless and until the Stated Rate again would exceed the Maximum Lawful Rate, in which event this provision shall again apply.

(c) In no event shall the total interest received by any Lender exceed the amount which it could lawfully have received had the interest been calculated for the full term hereof at the Maximum Lawful Rate. If, notwithstanding the prior sentence, any Lender has received interest hereunder in excess of the Maximum Lawful Rate, such excess amount shall be applied to the reduction of the principal balance of the Loans or to other amounts (other than interest) payable hereunder, and if no such principal or other amounts are then outstanding, such excess or part thereof remaining shall be paid to Borrowers. In computing interest payable with reference to the Maximum Lawful Rate applicable to any Lender, such interest shall be calculated at a daily rate equal to the Maximum Lawful Rate divided by the number of days in the year in which such calculation is made.

Section 2.8 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrowers under any Credit Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrowers shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) Administrative Agent or any applicable Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Borrowers shall indemnify Administrative Agent and Lenders, within ten (10) days after demand thereof, for the full amount of any Indemnified Taxes and Other Taxes (including Indemnified Taxes and Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.8) payable or paid by Administrative Agent or any Lender or required to be withheld or deducted from a payment to Administrative Agent or any Lender and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes and Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate in reasonable detail as to the amount of such payment or liability delivered to Administrative Borrower by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrowers have not already indemnified Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.6(b) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by Administrative Agent to the Lender from any other source against any amount due to Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Taxes by the Borrowers to a Governmental Authority pursuant to this Section 2.8, Administrative Borrower shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Administrative Agent.

(f)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to Administrative Borrower and Administrative Agent, as applicable, at the time or times prescribed by applicable Law or reasonably requested by Administrative Borrower or Administrative Agent, such properly completed and executed documentation reasonably requested by Administrative Borrower or Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Administrative Borrower or Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by Administrative Borrower or Administrative Agent as will enable Borrowers or Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.8(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to Administrative Borrower and Administrative Agent on or prior to the date on which such Lender becomes

a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Administrative Borrower or Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Administrative Borrower and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement whichever of the following is applicable:

1. in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Credit Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Credit Documents, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the “business profits” or “other income” article of such tax treaty;

2. executed copies of IRS Form W-8ECI;

3. in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 or any other form agreed to by Administrative Agent and Administrative Borrower to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

4. to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3 or any other form agreed to by Administrative Agent and Administrative Borrower, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may

provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 or any other form agreed to by Administrative Agent and Administrative Borrower on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Administrative Borrower and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Administrative Borrower or Administrative Agent), executed copies of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrowers or Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender or Administrative Agent under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to Administrative Borrower and Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by Administrative Borrower or Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Administrative Borrower or Administrative Agent as may be necessary for Borrowers and Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund in respect of any Taxes as to which it has been indemnified pursuant to this Section 2.8 (including by the payment of additional amounts pursuant to this Section 2.8), then it shall promptly pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to

indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Each party's obligations under this Section 2.8 shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

Section 2.9 Capital Adequacy.

If any Lender (which term shall include LC Issuer for purposes of this Section 2.9) shall reasonably determine that the adoption or taking effect of, or any change in, any applicable Law regarding capital adequacy, in each instance, after the Restatement Date, or any change after the Restatement Date in the interpretation, administration or application thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation, administration or application thereof, or the compliance by any Lender or any Person controlling such Lender with any request, guideline or directive regarding capital adequacy (whether or not having the force of Law) of any such Governmental Authority, central bank or comparable agency adopted or otherwise taking effect after the Restatement Date, has or would have the effect of reducing the rate of return on such Lender's or such controlling Person's capital as a consequence of such Lender's obligations hereunder or under any Support Agreement or Lender Letter of Credit to a level below that which such Lender or such controlling Person could have achieved but for such adoption, taking effect, change, interpretation, administration, application or compliance (taking into consideration such Lender's or such controlling Person's policies with respect to capital adequacy) then from time to time, upon demand by such Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to Administrative Agent), Borrowers shall promptly pay to such Lender such additional amount as will compensate such Lender or such controlling Person for such reduction, so long as such amounts have accrued on or after the day which is two hundred seventy (270) days prior to the date on which such Lender first made demand therefor; *provided* that, notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "change in applicable Law", regardless of the date enacted, adopted or issued.

Section 2.10 Mitigation Obligations.

If any Lender requests compensation under either Section 2.3(e)(ii) or Section 2.9, or requires Borrowers to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, then, upon the written request of Borrowers,

such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder (subject to the provisions of Section 12.6) to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or materially reduce amounts payable pursuant to any such Section, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender (as determined in its sole discretion). Without limitation of the provisions of Section 9.1, Borrowers hereby agree to pay all reasonable, documented and invoiced costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 2.11 Uncommitted Incremental Facility.

(a) Requests. The Borrowers may, at any time and from time to time, by written notice from Administrative Borrower to Administrative Agent, request increases in the commitments for Term Loans under a new term loan tranche or under any existing term loan tranche (each, an “**Incremental Term Loan Commitment**” and the term loans thereunder, an “**Incremental Term Loan**”) and/or increases in the Revolving Loan Commitment (each, an “**Incremental Revolving Loan Commitment**” and the loans thereunder, an “**Incremental Revolving Loan**”; the Incremental Term Loans and Incremental Revolving Loans, the “**Incremental Loans**”; each Incremental Term Loan Commitment and each Incremental Revolving Loan Commitment are each sometimes referred to herein individually as an “**Incremental Facility**” and collectively as the “**Incremental Facilities**”) in an aggregate amount not to exceed an unlimited amount equal to the maximum aggregate principal amount of Incremental Facilities that could be established or incurred such that, as of the date of determination, on a Pro Forma Basis, before and immediately after giving effect to the incurrence of Debt under such additional Incremental Facility (including assuming any unfunded Incremental Revolving Loan Commitment or other commitment under such Incremental Facility is fully drawn) and any related Specified Transaction consummated in connection therewith, the Incurrence Total Net Leverage Ratio would not exceed the Incurrence Test Level (and the Limited Condition Acquisition Provisions shall not apply with respect to the determination of the amount available for Incremental Facilities under this sentence); *provided* that no commitment of any Lender shall be increased without the consent of such Lender (which shall be provided in such Lender’s sole discretion). Such notice shall set forth (A) the amount of the Incremental Term Loan Commitment or Incremental Revolving Loan Commitment being requested (which shall be in a minimum amount of \$5,000,000 and multiples of \$100,000 in excess thereof) and (B) the date (an “**Incremental Effective Date**”) on which such Incremental Facility is requested to become effective (which, unless otherwise agreed by Administrative Agent, shall not be less than ten (10) Business Days nor more than one hundred twenty (120) days after the date of such notice).

(b) Conditions Applicable to Any Incremental Facility. In addition to the other conditions set forth in this Section 2.11 that may be applicable thereto, no Incremental Facility shall become effective under this Section 2.11 unless, after giving effect to the such Incremental Facility, the Incremental Loans to be made thereunder (and assuming, in the case of an Incremental Revolving Loan Commitment, that the entire amount of such Incremental Revolving Loan Commitment is funded), and the application of the proceeds therefrom:

(i) subject to the Limited Condition Acquisition Provisions, no Default or Event of Default shall exist at the time of funding;

(ii) subject to the Limited Condition Acquisition Provisions, the representations and warranties contained in Article 3 and the other Credit Documents shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality or a Material Adverse Effect standard in which case it shall be true and correct in all respects, and to the extent that any representations and warranties expressly relate to a given date of such period, such representations and warranties shall only be required to be true and correct in all material respects as of the respective date or for the respective period) on and as of the effective date of such funding, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct (in compliance with the foregoing standard) as of such earlier date; *provided* that, in connection with a Limited Condition Acquisition, as of the date of consummation thereof, the following representations and warranties shall be true and correct: (x) customary specified representations and warranties and (y) the representations and warranties made by or on behalf of the applicable target in the purchase, acquisition or similar agreement governing such Limited Condition Acquisition as are material to the interests of the Lenders, but only to the extent that Borrowers (or Borrowers' applicable Affiliates or Subsidiaries) has the right not to consummate or the right to terminate (or cause the termination of) Borrowers' (or their Affiliates' or Subsidiaries') obligations under such purchase, acquisition or other agreement as a result of a breach of such representations or warranties in such purchase, acquisition or other agreement (or the failure of such representations or warranties to be accurate or to satisfy the closing conditions in such purchase, acquisition or other agreement applicable to such representations or warranties);

(iii) each Loan under any Incremental Facility shall be used solely for purposes permitted under Section 4.7(d);

(iv) Administrative Agent shall have received a certificate of a Responsible Officer certifying to the satisfaction of the conditions set forth in Sections 2.11(b)(i) – 2.11(b)(iii) above and that the amount of such Incremental Facility does not exceed the amount permitted to be incurred under Section 2.11(a) above (with supporting calculations reasonably acceptable to Administrative Agent); and

(v) Administrative Agent shall have received, to the extent Administrative Agent shall have required or requested, customary legal opinions from Borrowers' counsel, customary evidence of authorization with respect to any of the officers executing the Incremental Facility and related documentation on behalf of the Borrowers, Organizational Documents and good standing certificates from Borrowers in their jurisdictions of organization and a secretary certificate and officer's certificate from Borrowers, in each case, in form and substance satisfactory to Administrative Agent in its reasonable discretion.

(c) Terms Applicable to Incremental Term Loans. In addition to the other conditions set forth in this Section 2.11 that may be applicable thereto, no Incremental Term Loans under any Incremental Facility shall become effective under this Section 2.11 unless:

(i) (x) the final maturity of any Incremental Term Loan shall not be earlier than the Maturity Date and (y) the Weighted Average Life to Maturity of any Incremental Term Loan shall not be shorter than the remaining Weighted Average Life to Maturity of the Term Loans existing immediately prior to the Incremental Effective Date;

(ii) the Effective Yield applicable to such Incremental Loans shall be determined by Borrowers and the applicable Incremental Lenders and shall be set forth in each applicable Incremental Amendment; *provided, however*, that the Effective Yield applicable to such Incremental Loans shall not be greater than the applicable Effective Yield payable pursuant to the terms of this Agreement as amended through the date of such calculation with respect to Term Loans outstanding as of the Incremental Effective Date, plus 50 basis points per annum unless the interest rate (together with, as provided in the proviso below, the SOFR or Base Rate floor) with respect to any Term Loans outstanding as of the Incremental Effective Date is increased so as to cause the then applicable Effective Yield under this Agreement on all Term Loans outstanding as of the Incremental Effective Date to equal the Effective Yield then applicable to such Incremental Loans minus 50 basis points; *provided further* that if such Incremental Loan includes a SOFR floor greater than 1.00% per annum or a Base Rate floor greater than 2.00% per annum, such differential between the SOFR or Base Rate floors shall be equated to the applicable Effective Yield for purposes of determining whether an increase to the interest rate margin under the Term Loans outstanding as of the Incremental Effective Date shall be required, but only to the extent an increase in the SOFR or Base Rate floor in the Term Loans outstanding as of the Incremental Effective Date would cause an increase in the interest rate then in effect thereunder, and in such case, the SOFR or Base Rate floor (but not the interest rate margin) applicable to the Term Loans outstanding as of the Incremental Effective Date shall be increased to the extent of such differential between the SOFR or Base Rate floors (this paragraph (c)(ii) is referred to as the “**MFN Provision**”); provided that, to the extent that any adjustment is effectuated as described in this Section 2.11(c)(ii) and the initial Term Loans are subject to a pricing grid, an amount equal to the applicable MFN Provision shall apply to each “level” in such pricing grid, such that the relevant rate differential among each “level” in such pricing grid is maintained both prior to and immediately after the application of the adjustment as described in this Section 2.11(c)(ii).

(iii) such Incremental Term Loans: (x) subject to clause (c)(i), shall have amortization determined by Borrowers and the applicable Incremental Lenders, and (y) may share in (on no more than a *pari passu* basis), repayments and prepayments of the Term Loans in accordance with Sections 2.2, as specified in any applicable definitive documentation with respect to such Incremental Facility; *provided* that, for purposes of clarity, no mandatory prepayments of an Incremental Term Loan may be imposed if the events giving rise to such prepayments do not also give rise to a prepayment of the existing Term Loans;

(iv) such Incremental Term Loans (A) shall rank *pari passu* in right of payment and security with the Term Loans existing immediately prior to the Incremental Effective Date and (B)(x) shall not be secured by any Lien on any property or asset of any Credit Party or Subsidiary thereof that does not also secure the Term Loans existing immediately prior to the Incremental Effective Date and (y) shall not be guaranteed by any Person other than the Credit Parties; and

(v) if (A) such Incremental Term Loan to be made as an increase to the Term Loan A, such Incremental Term Loan shall be on identical terms (including pricing and maturity date) as the Term Loan A, and (B) such Incremental Term Loan is not to be made as an increase to the Term Loan A, the other covenants and terms of such Incremental Term Loan that are not substantially the same and/or consistent with the Term Loans existing immediately prior to the Incremental Effective Date (other than as required and/or permitted pursuant to clauses (i) through (iv) above) shall be no more burdensome to the Credit Parties and their Subsidiaries, taken as a whole, than the terms applicable to the Term Loans existing immediately prior to the Incremental Effective Date, taken as a whole.

(d) Terms Applicable to Incremental Revolving Loan Commitments. In addition to the other conditions set forth in this Section 2.11 that may be applicable thereto, any Incremental Revolving Loan Commitments shall (i) be on the identical terms (including Effective Yield (and all components thereof) and maturity date) as, and shall remain on identical terms with, and pursuant to documentation applicable to, the Revolving Loan Commitment and Revolving Loans as in effect immediately prior to the Incremental Effective Date and (ii) not exceed an aggregate amount equal to \$0 for all Incremental Revolving Loan Commitments issued after the Restatement Date.

(e) Offer to Lenders. Each Incremental Facility shall first be offered to the Lenders prior to any other non-Lender Person and Administrative Agent shall promptly (and in any event not later than three (3) Business Days after receiving notification from Administrative Borrower) notify each Lender of the proposed Incremental Facility and of the proposed terms and conditions therefor agreed between Borrowers and Administrative Agent. Each such Lender may, in its sole discretion, commit to participate in such Incremental Facility by forwarding its commitment thereto to Administrative Agent within ten (10) Business Days after receiving notification from Administrative Agent, in form and substance satisfactory to Administrative Agent. In consultation with Administrative Borrower, Administrative Agent shall allocate the commitments to be made as part of the Incremental Facility to the Lenders from which it has received commitments; *provided* that, each participating Lender shall be entitled to at least its Pro Rata Share of the proposed Incremental Facility. If Administrative Agent does not receive sufficient commitments from existing Lenders to effectuate the Incremental Facility within ten (10) Business Days after providing notice to the existing Lenders of the proposed Incremental Facility, Administrative Borrower may allocate unsubscribed amounts to any other Person reasonably acceptable to Administrative Agent and Administrative Borrower that is an Eligible Assignee from which it has received commitments (each Person acting as a Lender under an Incremental Facility is referred to herein as a “**Incremental Lender**” and collectively, as the “**Incremental Lenders**”). Nothing in this Agreement shall be construed to obligate any Lender to participate in any Incremental Facility (each Lender’s decision to be made in its own discretion) (this paragraph (e) is referred to herein as the “**ROFO Provision**”).

(f) Required Amendments; Documentation; Rights of Incremental Lenders.

(i) The Incremental Facilities shall be evidenced by an amendment or supplement to this Agreement executed by Borrowers (and consented to by all other Credit Parties), Administrative Agent and the applicable Incremental Lenders (such amendment or

supplement, an “**Incremental Amendment**”) and such Incremental Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of Administrative Agent and Administrative Borrower, to effect the provisions of this Section 2.11; *provided, however*, that no such Incremental Amendment shall effect any change that, pursuant to Section 12.5, requires the consent of all Lenders or the consent of each Lender directly affected thereby without the consent of each such Lender (it being agreed, however, that Loan under an Incremental Facility will not, of itself, be deemed to effect any of the changes described in Section 12.5 and that modifications to the definition of “Required Lenders” or other provisions relating to voting provisions to provide the Persons providing the applicable Incremental Loan with the benefit of such provisions will not, by themselves, be deemed to effect any of the changes described in Section 12.5). Administrative Agent shall promptly notify each Lender as to the effectiveness of each such amendment.

(ii) Each Incremental Revolving Loan Commitment shall be documented as an increase to the Revolving Loan Commitment and Incremental Lenders participating therein shall for all purposes be deemed to be Revolving Lenders. To the extent that any Incremental Term Loan is documented as an increase to the existing Term Loans, upon the closing of such Incremental Term Loans, the Incremental Lenders thereof shall be deemed to be Term Lenders and such Incremental Term Loans shall for all purposes be deemed to be Term Loans hereunder.

(iii) Each Incremental Lender, in each case, shall be entitled to all the benefits afforded by, this Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Security Documents.

(g) Controlling Provision. This Section 2.11 shall supersede any provisions in Section 11.13(e) and Section 12.5 to the contrary.

Section 2.12 Tax Treatment.

The Borrowers, Lenders and Administrative Agent each agree (a) that the Loans shall be treated as debt for U.S. federal income tax purposes, (b) that the Term Loan A is issued with original issue discount, (c) that such Term Loan is not governed by the rules set out in Treasury Regulations Section 1.1275-4 and (d) to adhere to this Agreement for U.S. federal income tax purposes and not to take any action or file any tax return, report or declaration inconsistent herewith. The inclusion of this Section 2.12 is not an admission by any Lender that it is subject to U.S. taxation.

Section 2.13 Joint Borrower Provisions; Administrative Borrower.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Credit Documents in consideration of the financial accommodations to be provided by Lenders under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.13), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligation until such time as all of the Obligations are paid in full.

(d) The Obligations of each Borrower under the provisions of this Section 2.13 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.13(d)) or any other circumstances whatsoever.

(e) Except as otherwise expressly provided in this Agreement, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Loans, Letters of Credit and Support Agreements issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Administrative Agent or Lenders under or in respect of any of the Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable Law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement). Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Administrative Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Administrative Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any of Administrative Agent or Lenders with respect to the failure by any Borrower to comply with any of its respective Obligations, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable Laws or regulations thereunder, which might, but for the provisions of this Section 2.13 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.13, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.13 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.13 shall not be

diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or Administrative Agent or any Lender.

(f) Each Borrower represents and warrants to Administrative Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Credit Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.13 are made for the benefit of Administrative Agent, each Lender and their respective successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Administrative Agent, any Lender or any of their successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.13 shall remain in effect until the Payment in Full Date. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Administrative Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.13 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Borrower with respect to any liability incurred by it hereunder or under any of the other Credit Documents, any payments made by it to Administrative Agent or Lenders with respect to any of the Obligations or any collateral security therefor until the Payment in Full Date. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Administrative Agent or any Lender hereunder are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the applicable Debtor Relief Laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Default or Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Payment in Full Date. If, notwithstanding the foregoing sentence, such Borrower shall

collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Administrative Agent, and such Borrower shall deliver any such amounts to Administrative Agent for application to the Obligations in accordance with Section 2.2(d).

(j) Each Borrower hereby irrevocably appoints Associations as the borrowing agent and attorney-in-fact for all Borrowers (“**Administrative Borrower**”) which appointment shall remain in full force and effect unless and until Administrative Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (a) to provide Administrative Agent with all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Credit Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from Lenders (and any notice or instruction provided by any Lenders to Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lenders shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce Lenders to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each Lender and hold each Lender harmless against any and all liability, expense, loss or claim of damage or injury, made against any Lender by any Credit Party or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Collateral of Borrowers as herein provided, (ii) Lenders’ relying on any instructions of Administrative Borrower or (iii) any other action taken by Lenders hereunder or under the other Credit Documents, except that Borrowers will have no liability to any Person under this Section 2.13(j) with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Person.

Section 2.14 Refinancing Facilities.

(a) Administrative Borrower may, at any time and from time to time, by written notice to Administrative Agent elect to request the establishment of one or more additional tranches of Term Loans under this Agreement (“**Refinancing Term Loans**”), one or more new revolving credit facilities (“**Refinancing Revolving Facilities**”) or one or more series of debt securities (“**Refinancing Notes**”, and together with Refinancing Term Loans and refinancing Revolving Facilities, “**Refinancing Debt**”), which refinance, renew, replace, defease or refund, in the case of Refinancing Term Loans and Refinancing Notes, one or more tranches of Term Loans (including any Delayed Draw Term Loans, Incremental Term Loans or

Extended Term Loans) under this Agreement and, in the case of Refinancing Revolving Facilities, the Revolving Loans and Revolving Loan Commitments under this Agreement; *provided*, that such Debt may not be in an amount (including undrawn commitments in respect of such Refinancing Debt) greater than the aggregate principal amount of the Term Loans or Revolving Loans, as applicable, being refinanced, renewed, replaced, defeased or refunded plus unpaid accrued interest and premium (including the Applicable Premium, if any) thereon and upfront fees, underwriting discounts, and reasonable fees, commissions and expenses incurred in connection with the Refinancing Debt. Each such notice shall specify the date on which Administrative Borrower proposes that the Debt shall be issued, which shall be a date not less than ten (10) Business Days after the date on which such notice is delivered to Administrative Agent; *provided* that:

(i) such Refinancing Debt shall have pricing (including interest rates, fees and premiums), amortization, optional prepayment, mandatory prepayment and redemption terms as may be agreed to by the Borrowers and the relevant Refinancing Debt Holders (as defined below); *provided* that with respect to Refinancing Debt that is secured by Liens on the Collateral ranking on an equal priority basis (but without regard to the control of remedies) with the Liens on the Collateral securing the Term Loans, the MFN Provision (*mutatis mutandis*, with references therein to Incremental Loans deemed to be replaced with references to the relevant Refinancing Debt) shall apply in respect thereof;

(ii) no holders of Refinancing Term Loans or Refinancing Notes shall be permitted to share any mandatory prepayment or redemption on a more than ratable basis with the Term Loans, and no lenders with commitments under any Refinancing Revolving Facility shall be permitted to share any mandatory prepayment or redemption on a more than ratable basis with the Revolving Loans;

(iii) such Refinancing Debt shall be subject to customary intercreditor or subordination arrangements that are reasonably satisfactory to Administrative Agent and Administrative Borrower (which shall include in respect of any Refinancing Debt that is secured by Liens on the Collateral ranking on an equal priority basis (but without regard to the control of remedies) with the Liens on the Collateral securing the Term Loans a customary *pari passu* intercreditor agreement that grants Administrative Agent the initial right to exercise rights and remedies during the existence of an Event of Default);

(iv) on a Pro Forma Basis giving effect to such incurrence, no Default or Event of Default shall exist;

(v) the Weighted Average Life to Maturity of such Refinancing Debt shall not be shorter than the remaining Weighted Average Life to Maturity of the Term Loans or Revolving Loans being refinanced, and such Refinancing Debt shall not have a final maturity before the Maturity Date applicable to the Term Loans or the Commitment Expiry Date applicable to the Revolving Loans being refinanced, as applicable;

(vi) to the extent such Refinancing Debt is secured by Liens on the Collateral ranking on an equal priority basis (but without regard to the control of remedies) with the Liens on the Collateral securing the Obligations, such Refinancing Debt may receive a ratable or less

than ratable share of any mandatory or voluntary prepayment made in respect of the Term Loans or Revolving Loans, as applicable, but in no case shall any Refinancing Debt receive greater than a pro rata share of any of mandatory or voluntary prepayment made in respect of the Term Loans or Revolving Loans, as applicable;

(vii) to the extent such Refinancing Debt is secured by Liens that rank junior to the Liens on the Collateral securing the Obligations, or is unsecured or subordinated, such Refinancing Debt may not receive any mandatory or voluntary prepayment prior to the then-latest final stated maturity date of the Obligations;

(viii) such Refinancing Debt shall be on terms and conditions that are customary for such type of indebtedness as of the date of incurrence thereof and no more burdensome to the Credit Parties and their subsidiaries, taken as a whole, than the terms applicable to the Obligations, taken as a whole, unless (x) such more burdensome terms (which shall include any additional or more restrictive financial maintenance covenant(s)) are added to the Credit Documents for the benefit of Administrative Agent and Lenders or (y) such more burdensome terms only apply after the latest final stated maturity date of the Obligations;

(ix) no Refinancing Debt shall receive the benefit of any guaranty or security unless such guaranty or security also supports the existing Obligations (or will be contemporaneously added to support the existing Obligations); and

(x) to the extent such Refinancing Debt is to be secured by Liens on the Collateral ranking on an equal priority basis (but without regard to the control of remedies) with the Liens on the Collateral securing the Obligations, the ROFO Provision (*mutatis mutandis*, with references therein to Incremental Loans deemed to be replaced with references to the relevant Refinancing Debt) shall apply in respect thereof.

(b) No later than ten (10) Business Days prior to the date that such Refinancing Debt is incurred, Administrative Borrower shall have delivered to Administrative Agent a certificate of a Responsible Officer, in form and substance reasonably satisfactory to Administrative Agent, certifying in good faith that all the conditions set forth in Section 2.14(a) above have been or will be satisfied on or prior to date that such Refinancing Debt is to be incurred, and attaching a reasonably detailed description of the material terms and conditions of such Refinancing Debt or drafts of the documentation relating thereto.

(c) Subject to clause (a)(x) above, the Borrowers may approach any Lender or any other Person that would be an Eligible Assignee of Term Loans to provide all or a portion of any Refinancing Debt (a “**Refinancing Debt Holder**”); *provided* that any Lender offered or approached to provide all or a portion of any Refinancing Debt may elect or decline, in its sole discretion, to provide or purchase Refinancing Debt.

(d) The incurrence of any Refinancing Debt may be evidenced or effected by an amendment or supplement to this Agreement executed by Borrowers (and consented to by all other Credit Parties), Administrative Agent and the applicable Refinancing Debt Holders (such amendment or supplement, a “**Refinancing Amendment**”) and such Refinancing Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and

the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of Administrative Agent and Administrative Borrower, to effect the provisions of this Section 2.14 in accordance with its terms; *provided, however*, that no such Refinancing Amendment shall effect any change that, pursuant to Section 12.5, requires the consent of all Lenders or the consent of each Lender directly affected thereby without the consent of each such Lender. Administrative Agent shall promptly notify each Lender as to the effectiveness of each such amendment.

Section 2.15 Reverse Dutch Auction Repurchases.

(a) Notwithstanding anything to the contrary contained in this Agreement (including Section 11.13(e)) or any other Credit Document, the Borrowers may, at any time and from time to time, conduct reverse Dutch auctions in order to purchase Term Loans (each, an “Auction”) (each such Auction to be managed exclusively by an investment bank of recognized standing selected by Administrative Borrower following consultation with Administrative Agent (in such capacity, the “Auction Manager”)), so long as the following conditions are satisfied:

(i) each Auction shall be conducted in accordance with the procedures, terms and conditions set forth in this Section 2.15(a) and Schedule 2.15(a);

(ii) no Default or Event of Default shall have occurred and be continuing on the date of the delivery of each auction notice and at the time of purchase of Term Loans in connection with any Auction;

(iii) the minimum principal amount (calculated on the face amount thereof) of all Term Loans that the Borrowers offer to purchase in any such Auction shall be no less than \$1,000,000 (unless another amount is agreed to by Administrative Agent);

(iv) the Borrowers shall not use the proceeds of any Revolving Loans to finance any such repurchase;

(v) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans so purchased by the Borrowers shall automatically be cancelled and retired by the Borrowers on the settlement date of the relevant purchase (and may not be resold);

(vi) no more than one Auction may be ongoing at any one time;

(vii) the Borrowers shall make the No Undisclosed Information Representation; and

(viii) at the time of each purchase of Term Loans through an Auction, the Borrowers shall have delivered to the Auction Manager an officer’s certificate of a Responsible Officer certifying as to compliance with preceding clauses (ii), (iv) and (vii).

(b) The Borrowers must terminate an Auction if it fails to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would

have been the time of purchase of Term Loans pursuant to such Auction. If the Borrowers commence any Auction (and all relevant requirements set forth above which are required to be satisfied at the time of the commencement of such Auction have in fact been satisfied), and if at such time of commencement the Borrowers believe in good faith that all required conditions set forth above which are required to be satisfied at the time of the purchase of Term Loans pursuant to such Auction shall be satisfied, then the Borrowers shall have no liability to any Lender for any termination of such Auction as a result of its failure to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to the such Auction, and any such failure shall not result in any Default or Event of Default hereunder. With respect to all purchases of Term Loans made by the Borrowers pursuant to this Section 2.15, the Borrowers (x) shall provide Administrative Agent with written notice of the Auction and the final amount to be purchased on the Term Loans, (y) shall pay on the settlement date of each such purchase all accrued and unpaid interest (except to the extent otherwise set forth in the relevant offering documents), if any, on the purchased Term Loans up to the settlement date of such purchase and (z) such purchases (and the payments made by the Borrowers and the cancellation of the purchased Term Loans, in each case in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 2.2 or 12.6(e). At the time of purchases of Term Loans pursuant to an Auction, the then remaining scheduled repayments shall be reduced by the aggregate principal amount (taking the face amount thereof) of Term Loans repurchased pursuant to such Auction, with such reduction to be applied to such scheduled repayments on a pro rata basis (based on the then remaining principal amount of each such scheduled repayments).

(c) Administrative Agent and the Lenders hereby consent to the Auctions and the other transactions contemplated by this Section 2.15 (provided that no Lender shall have an obligation to participate in any such Auctions) and hereby waive the requirements of any provision of this Agreement (including Sections 2.2 and 12.6(e) (it being understood and acknowledged that purchases of the Term Loans by the Borrowers contemplated by this Section 2.15 shall not constitute Investments by such Borrowers)) or any other Credit Document that may otherwise prohibit any Auction or any other transaction contemplated by this Section 2.15. The Auction Manager acting in its capacity as such hereunder shall be entitled to the benefits of the provisions of Article 11 mutatis mutandis as if each reference therein to the “Administrative Agent” were a reference to the Auction Manager, and Administrative Agent shall cooperate with the Auction Manager as reasonably requested by the Auction Manager in order to enable it to perform its responsibilities and duties in connection with each Auction.

Section 2.16 *Illegality.*

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such Lender to the Administrative Borrower (through the Administrative Agent) (an “**Illegality Notice**”), (a) any obligation of the Lenders

to make SOFR Loans, and any right of the Borrowers to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate”, in each case until each affected Lender notifies the Administrative Agent and the Administrative Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, each Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate”), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day, in each case until the Administrative Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR. Upon any such prepayment or conversion, each Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.3(e).

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

To induce Administrative Agent and Lenders to enter into this Agreement and to make the Loans and other credit accommodations contemplated hereby, each Credit Party hereby represents and warrants to Administrative Agent and each Lender that on the Restatement Date, on each date that is required pursuant to Section 2.11(b) and Section 7.2 and on each date that is explicitly required by any other provision of this Agreement or any other Credit Document; provided, that notwithstanding the foregoing, for the purposes of each representation and warranty contained in this Agreement and the other Credit Documents made on the Restatement Date, all references in such representations and warranties to the Schedules to the Credit Agreement shall be deemed to be made without regard to disclosures required on such Schedules for or relating to the Recently Acquired Entities, until each of such entities, as applicable, has been joined to the Credit Agreement in accordance with the terms thereof:

Section 3.1 *Existence and Power.*

(a) Each Credit Party and each of its Subsidiaries, (i) other than Immaterial Subsidiaries, is duly organized, validly existing and (to the extent relevant) in good standing under the Laws of the jurisdiction of its incorporation or organization and (ii) has all Governmental Authorizations required under all applicable Laws and required in order to carry on its business as now conducted and to consummate the transactions contemplated hereby, except where the failure to have such Governmental Authorizations could not reasonably be expected to have a Material Adverse Effect.

(b) Each Credit Party is qualified to do business as a foreign corporation or other organization and (to the extent relevant) is in good standing under the Laws of each

jurisdiction in which its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(c) As of the Restatement Date, Schedule 3.1 sets forth (i) with respect to each Credit Party such Credit Party's legal name as it appears in such Credit Party's Organizational Documents, form of entity, jurisdiction of formation, organizational identification number (if any) and each jurisdiction in which it is required to be qualified to do business as a foreign entity and (ii) a list of each Subsidiary of a Credit Party that is not a Credit Party and for each Subsidiary, whether such Subsidiary is a Restricted Subsidiary, an Immaterial Subsidiary and/or an Unrestricted Subsidiary.

Section 3.2 Organization and Governmental Authorization; No Contravention.

The execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party and the obtaining of any Letter of Credit, if applicable, (a) are within its powers, have been duly authorized by all necessary action pursuant to its Organizational Documents, (b) require no Governmental Authorization or other material order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, or any other action of, any other Person (except for (x) those that have otherwise been obtained or made on or prior to the Restatement Date and which remain in full force and effect on the Restatement Date, (y) filings which are necessary to perfect any Liens created by the Security Documents and (z) those that could not reasonably be expected to have a Material Adverse Effect), (c) will not result in, or require, the creation or imposition of any Lien on any of their respective properties or assets pursuant to any Law or any contractual obligation (other than the Liens created by the Credit Documents and other Permitted Liens) and (d) do not violate, conflict with or cause a breach or a default under (i) any of the Organizational Documents of any Credit Party, (ii) any Law or (iii) any contractual obligations, which such violation, conflict, breach or default described in the foregoing clauses (i) through (iii) could reasonably be expected to have a Material Adverse Effect.

Section 3.3 Binding Effect.

Each of the Credit Documents to which any Credit Party is a party constitutes a valid and binding agreement or instrument of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other Debtor Relief Laws relating to the enforcement of creditors' rights generally and by general equitable principles. Each Credit Document has been duly executed and delivered by each Credit Party party thereto.

Section 3.4 Capitalization.

The authorized Equity Interests of each of the Credit Parties as of the Restatement Date are as set forth on Schedule 3.4. All issued and outstanding Equity Interests of each of the Credit Parties are duly authorized and validly issued and, to the extent applicable, fully paid and non-assessable, and free and clear of all Liens except Permitted Liens under clauses (d), (e), (f),

(s) and (v) of Section 5.2 and customary Liens on Equity Interests of entities in connection with asset sales to the extent such Equity Interests are contractually obligated to be sold in a sale permitted by the terms of the Credit Documents and other than those in favor of Administrative Agent for the benefit of Administrative Agent and Lenders, and such Equity Interests were issued in compliance with all applicable Laws in all material respects. The identity of the holders of the Equity Interests of each of the Credit Parties and the percentage of their fully diluted ownership of the Equity Interests of each of the Credit Parties, in each case as of the Restatement Date, are set forth on Schedule 3.4. No shares of the Equity Interests of any Credit Party, other than those described above, are issued and outstanding as of the Restatement Date. Except as set forth on Schedule 3.4, as of the Restatement Date there are no preemptive or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition from any Credit Party of any Equity Interests of any such entity (subject to absence of footnotes and audit adjustments).

Section 3.5 Financial Information.

(a) The audited consolidated balance sheet of Holdings and each of its Subsidiaries as of December 31, [2022]⁵ and the related consolidated statements of operations, shareholders' equity, and cash flows for the Fiscal Year then ended, reported on by KPMG LLP, copies of which have been delivered to Administrative Agent, fairly present in conformity with GAAP in each case in all material respects, the combined financial position of Holdings and its Subsidiaries as of such date and their consolidated results of operations, shareholder equity, and cash flows for such period.

(b) The unaudited consolidated balance sheets of Holdings and each of its Subsidiaries and the related unaudited consolidated statements of operations for the Fiscal Quarter ending March 31, 2021 and each Fiscal Quarter thereafter for which the Credit Parties are required to deliver such financials pursuant to Section 4.1 of the Original Credit Agreement; *provided* that each such balance sheet and statement fairly presents, in all material respects, in conformity with GAAP applied on a basis consistent with the financial statements referred to in Section 3.5(a), the consolidated financial position of Holdings and each of its Subsidiaries as of such date and the consolidated result of operations for the periods then ended (subject to normal year-end adjustments and the absence of footnote disclosures).

(c) The forecasted financial projections of the Credit Parties delivered by the Borrower to the Administrative Agent on April 12, 2024 for the Fiscal Years 2024 through 2028 are based on good faith estimates and assumptions made by certain of the Responsible Officers; *provided*, such projections are not to be viewed as facts and that actual results during the period or periods covered by such projections may differ from such projections and that the differences may be material.

(d) As of the date of the balance sheet referenced in Section 3.5(a) and the Restatement Date, no Credit Party or Subsidiary thereof had or has any material liabilities,

⁵ NTD: To be updated if 2023 audit is received prior to the Restatement Date.

contingent or otherwise, including material liabilities for taxes, long-term leases or forward or long-term commitments, which are not properly reflected on such balance sheet.

Section 3.6 Litigation.

(a) On the Restatement Date, there is no Litigation pending against, or to such Credit Party's knowledge, threatened in writing against, any Credit Party, in each case for an uninsured liability of the Credit Parties and their Subsidiaries which, if adversely determined, could reasonably be expected to result in a liability to the Credit Parties of \$4,000,000 or more. After the Restatement Date, there is no Litigation pending against, or to such Credit Party's knowledge, threatened in writing against any Credit Party which (i) could reasonably be expected to have a Material Adverse Effect or (ii) (A) challenges the enforceability of any of the material Credit Documents or (B) seeks to enjoin the right of any Credit Party to enter into any of the Credit Documents or to consummate any of the transactions contemplated hereby or thereby.

(b) As of the Restatement Date, there are no injunctions or similar action or order of any court of competent jurisdiction challenging the enforceability of any Credit Document or restraining or prohibiting the funding of the Term Loans on the Restatement Date

Section 3.7 Ownership of Property.

(a) Except as could not reasonably be expected to result in a Material Adverse effect, the Credit Parties and their Subsidiaries are the lawful owners of, have marketable title to and are in lawful possession of, or have valid leasehold interests in, all material properties and other material assets (real or personal, tangible, intangible or mixed) purported or reported to be owned or leased (as the case may be) by them (except as may have been sold, transferred, invested or otherwise disposed of in the Ordinary Course of Business or otherwise in compliance with the terms hereof) and such material properties and other material assets are not subject to any Liens, other than Permitted Liens.

(b) On the Restatement Date, Grid Systems, LLC, SocialCondo USA Holdings, LLC, SocialCondo USA Holdings II, LLC and SocialCondo Desenvolvimento de Software, Ltda. do not own, hold, exclusively license or otherwise have the exclusive right to use any assets or properties that are material to the operation of the business of the Credit Parties and their Restricted Subsidiaries, other than the Specified Town Square Software.

Section 3.8 No Default.

No Default or Event of Default has occurred and is continuing. No Credit Party is in breach or default under or with respect to any contract, agreement, lease or other instrument to which it is a party or by which its property is bound or affected, which breach or default could reasonably be expected to have a Material Adverse Effect.

Section 3.9 Labor Matters.

(a) As of the Restatement Date, there are no strikes or other labor disputes pending or, to such Credit Party's knowledge, threatened in writing against any Credit Party or

any Subsidiary. Except as could not reasonably be expected to result in a Material Adverse Effect, (i) hours worked and payments made to the employees of each Credit Party and each of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Law dealing with such matters and (ii) all payments due from each Credit Party and each of its Subsidiaries, or for which any claim may be made against any of them, on account of wages and employee and retiree health and welfare insurance and other benefits have been paid or accrued as a liability on their books, as the case may be. The consummation of the transactions contemplated by the Credit Documents will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Credit Party or any Subsidiary is a party or by which it is bound.

(b) Each of the Credit Parties has withheld from each payment to each of their respective officers, directors and employees the amount of all material Taxes, including material income tax, employment insurance premiums and other payments and deductions required to be withheld therefrom, and has paid the same to the proper taxation or other receiving authority in accordance with applicable Law; provided that, to the extent there has been an inadvertent failure to withhold or pay any such amounts described in the foregoing clause, the applicable Credit Party has promptly remedied such failure after acquiring actual knowledge thereof. Except to the extent subject to a Permitted Contest, no Credit Party is subject to any material claim by or liability to any of their respective officers, directors or employees for salary (including vacation pay) or benefits which would rank in whole or in part *pari passu* with or prior to the Liens created by the Security Documents.

Section 3.10 Regulated Entities.

None of the Credit Parties or any of their Subsidiaries (other than Immaterial Subsidiaries) is or is required to be registered as an “investment company” or a company “controlled” by an “investment company” or a “subsidiary” of an “investment company,” all within the meaning of the Investment Company Act.

Section 3.11 Margin Regulations.

None of the proceeds from the Loans have been or will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any Margin Stock or for any other purpose which might cause any of the Loans to be considered a “purpose credit” within the meaning of Regulation T, U or X of the Federal Reserve Board.

Section 3.12 Compliance With Laws; Anti-Terrorism Laws Anti-Money Laundering Laws and Anti-Corruption Laws.

(a) Each Credit Party is in compliance with the requirements of all Laws applicable to it or to its business or property, except if the failure to comply therewith could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Each Credit Party hereby represents, warrants and agrees that: (i) none of the cash or property that any Credit Party or any of its Subsidiaries will pay or will contribute to

Administrative Agent for the benefit of Lenders has been or shall be derived from, or related to, any activity by any Credit Party or any of its Subsidiaries that is criminal under Anti-Terrorism Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or any applicable Sanctions; and (ii) no contribution or payment by any Credit Party or any of its Subsidiaries to Administrative Agent for the benefit of Lenders, to the extent that they are within any Credit Party's and/or their Subsidiaries' control shall cause Administrative Agent or Lenders to be in violation of any Anti-Terrorism Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or any applicable Sanctions.

(c) Neither any Credit Party, any of its Subsidiaries nor, to the knowledge of any Credit Party, any of its Affiliates (i) has violated any Anti-Terrorism Laws, Anti-Money Laundering Laws or Anti-Corruption Laws, (ii) has engaged in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by any applicable Anti-Terrorism Laws or Anti-Money Laundering Laws, (iii) is a Blocked Person, or is controlled by a Blocked Person, (iv) conducts any business or engages in making or receiving any contribution of goods, services or money to or for the benefit of any Blocked Person in violation of applicable Laws, (v) deals in, or otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Laws or Anti-Money Laundering Laws or (vi) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

Section 3.13 Taxes.

Each of the Credit Parties and their Subsidiaries has timely filed or caused to be filed all federal, state, local and non-U.S. Tax returns and reports required to have been filed (and all such Tax returns are true complete and correct in all material respects) and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable, except Taxes (or any requirement to file Tax returns with respect thereto) that are being contested in good faith by appropriate proceedings and for which such Credit Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP. On the Restatement Date, other than as set forth on Schedule 3.13, no Credit Party has received any written notification of or has knowledge of any proposed or pending tax assessments, deficiencies, audits or other proceedings in respect of such Credit Party or any of its Subsidiaries. No Credit Party or Subsidiary of a Credit Party has ever "participated" in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4. No Credit Party or Subsidiary of a Credit Party is a party to any tax sharing or similar agreement. Notwithstanding the foregoing, the representations in this Section 3.13 shall not apply with respect to Immaterial Subsidiaries unless the failure of any such representation(s) to be true and correct could reasonably be expected to result in a Material Adverse Effect.

Section 3.14 Compliance with ERISA.

Except as could not reasonably be expected to give rise to remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000:

(a) each ERISA Plan complies in form and in operation with, has been administered in compliance with, and the terms of each ERISA Plan satisfy, the applicable requirements of ERISA and the Code in all material respects; each ERISA Plan which is intended to be qualified under Section 401(a) of the Code is so qualified; and no Credit Party or any of their Subsidiaries has incurred liability for any material excise tax under Sections 4971 through 5000 of the Code;

(b) during the thirty-six (36) month period prior to the Restatement Date or the making of any Loan or the issuance of any Letter of Credit, (i) no steps have been taken to terminate any Pension Plan and (ii) no contribution failure has occurred with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA; no condition exists or event or transaction has occurred with respect to any Pension Plan which would result in the incurrence by any Credit Party or any of its Subsidiaries of any material liability, fine or penalty; no Credit Party or any of its Subsidiaries has incurred liability to the PBGC (other than for current premiums) with respect to any Pension Plan; and all contributions (if any) have been made on a timely basis to any ERISA Plan and Multiemployer Pension Plan that are required to be made by any Credit Party or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable Law; and

(c) no Credit Party nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, would result in a withdrawal or partial withdrawal from any such plan, and no Credit Party nor any member of the Controlled Group has received any notice that any Multiemployer Pension Plan is in endangered status, critical status, or critical and declining status within the meaning of Code Section 432, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax with respect to a Multiemployer Pension Plan, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or is reasonably expected to be terminated, or that any such plan is or is reasonably expected to become insolvent.

Section 3.15 [Reserved].

Section 3.16 Material Adverse Effect.

No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since December 31, 2020.

Section 3.17 Use of Proceeds.

No proceeds of the Loans will be used to purchase or carry margin stock or otherwise for a purpose which violates, or would be inconsistent with Regulation T, U or X of the Federal Reserve Board.

Section 3.18 Compliance with Environmental Requirements; No Hazardous Materials.

(a) Except in each case as set forth on Schedule 3.18, (i) no Hazardous Materials are located on any properties now owned or, to Credit Parties' knowledge, now leased or previously owned by any Credit Party or any Subsidiary or have been released into the environment, or deposited, discharged, placed or disposed of at, on, or under any of such properties in a manner that would require the taking of any action by a Credit Party or Subsidiary under any Environmental Law and have given rise to, or could reasonably be expected to give rise to, remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000; (ii) no portion of any such real property is being used, or, to Credit Parties' knowledge, has been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials in violation of any Environmental Law, nor, to the knowledge of any Credit Party, is any such property affected by any Hazardous Materials Contamination; and (iii) to the knowledge of Credit Parties, all oral or written notifications of a release of Hazardous Materials required to be filed by or on behalf of any Credit Party or any Subsidiary under any applicable Environmental Law have been filed or are in the process of being timely filed by or on behalf of the applicable Credit Party or Subsidiary.

(b) Except in each case as set forth on Schedule 3.18, no written notice, notification, demand, request for information, citation, summons, complaint or order has been received by any Credit Party or any Subsidiary, no complaint has been filed against any Credit Party or any Subsidiary, no penalty has been assessed against any Credit Party or any Subsidiary and no investigation or review is pending, or to any Credit Party's knowledge, threatened in writing by any Governmental Authority or other Person against any Credit Party or any Subsidiary with respect to any (i) alleged violation by any Credit Party or any Subsidiary of any Environmental Law, (ii) alleged failure by any Credit Party or any Subsidiary to have any Governmental Authorizations required under Environmental Law in connection with the conduct of its business or to comply with the terms and conditions thereof, (iii) any generation, treatment, storage, recycling, transportation or disposal of any Hazardous Materials by any Credit Party or any Subsidiary in violation of Environmental Laws, or (iv) any release of Hazardous Materials by any Credit Party or any Subsidiary.

(c) Except in each case as set forth on Schedule 3.18, no property now owned or leased by any Credit Party or any Subsidiary and, to the knowledge of any Credit Party or any Subsidiary, no such property previously owned by any Credit Party or any Subsidiary, to which any Credit Party or any Subsidiary has, directly or indirectly, disposed or arranged for the disposal of any Hazardous Materials, is listed or, to any Credit Party's knowledge, proposed for listing, on the National Priorities List promulgated pursuant to CERCLA or any similar state list or, to the knowledge of any Credit Party, is the subject of Federal, state or local enforcement actions arising under Environmental Laws or, to the knowledge of any Credit Party, other investigations which could reasonably be expected to lead to claims against any Credit Party or any Subsidiary for material clean-up costs, remedial work, damage to natural resources or personal injury claims arising under Environmental Laws, including, but not limited to, claims under CERCLA.

(d) Except in each case as set forth on Schedule 3.18, there are no underground storage tanks located on any property owned or, to the knowledge of any Credit Party, leased by any Credit Party or any Subsidiary that are not, if required, properly registered or permitted under applicable Environmental Laws or that are leaking or disposing of Hazardous Materials.

(e) Except in each case as set forth on Schedule 3.18, there are no Liens (other than Permitted Liens) under or pursuant to any applicable Environmental Laws on any real property or other assets owned or, to any Credit Party's knowledge, leased by any Credit Party or any Subsidiary, and no actions by any Governmental Authority have been filed against any Credit Party or any Subsidiary or, to the knowledge of any Credit Party, are in process, in each case which could reasonably be expected to subject any of such properties or assets to such Liens.

Section 3.19 [Reserved].

Section 3.20 Real Property Interests.

(a) Except for leasehold interests and ownership or other interests set forth on Schedule 3.20 (after the first date of delivery thereof, as updated pursuant to the most recently delivered Compliance Certificate pursuant to Section 4.1(c)), no Credit Party has any ownership, leasehold or other interest in real property.

(b) Schedule 3.20 (after the first date of delivery thereof, as updated pursuant to the most recently delivered Compliance Certificate pursuant to Section 4.1(c)) sets forth:

(i) the chief executive office, registered office, and principal place of business of each Credit Party and each of their respective Subsidiaries,

(ii) all of the addresses for Credit Parties (including all warehouses and other third-party locations) at which any of the Collateral in excess of \$5,000,000 is located, and

(iii) with respect to each parcel of real estate owned by any Credit Party, the address and legal description of such parcel.

Section 3.21 Solvency.

Holdings and its Subsidiaries (taken as a whole) are, and after giving effect to the transactions contemplated by the Credit Documents, the incurrence of all Debt and obligations incurred in connection therewith and the repayment of all Debt in connection therewith will be, Solvent.

Section 3.22 Full Disclosure.

None of the information (financial or otherwise, but excluding any projections and forward-looking statements, estimates, budgets and industry data of a general nature) furnished by or on behalf of any Credit Party to Administrative Agent or any Lender in connection with the

consummation of the transactions contemplated by the Credit Documents (in each case, taken as a whole and as modified or supplemented by other information so furnished promptly after the same becomes available) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made. All financial projections and pro forma financial information contained in such materials, and other forward-looking statements delivered to Administrative Agent and the Lenders by the Credit Parties are based upon good faith estimates and assumptions believed by the Credit Parties to be reasonable at the time made, it being recognized by Administrative Agent and Lenders that (a) such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results, (b) such projections are subject to uncertainties and contingencies, many of which are beyond the control of the Credit Parties, and (c) the Credit Parties can give no assurance that such projections will be attained, that actual results may differ in a material manner from such projections and any failure to meet such projections shall not be deemed to be a breach of any representation or covenant herein.

Section 3.23 Insurance.

The properties of the Credit Parties and their Subsidiaries are insured with financially sound and reputable insurance companies that are not Affiliates of the Credit Parties, in such amounts, with such deductibles and covering such risks as are determined by the Board in its reasonable good faith judgment to be appropriate and reasonable, taking into account the size, business, properties of the Credit Parties and their Subsidiaries and the localities where such Credit Parties operate.

Section 3.24 Brokers.

Except as set forth on Schedule 3.24, and except for fees payable to Administrative Agent and/or Lenders, no Credit Party nor any Subsidiary has or will have any obligation to any Person in respect of any finder's or brokerage or similar fees in connection with the making of the Loans and Commitments under the Credit Documents or the other transactions contemplated thereby to take place on or about the Restatement Date.

Section 3.25 Senior Indebtedness Status.

The Obligations of each Credit Party under this Agreement and each of the other Credit Documents rank and shall continue to rank senior in priority of payment to all Debt that is contractually subordinated to the Obligations of each such Person under this Agreement and is designated as "Senior Indebtedness" (or an equivalent term) under all instruments and documents, now or in the future, relating to all Debt that is contractually subordinated to the Obligations under this Agreement of each such Person.

Section 3.26 Material Contracts.

Except for the Credit Documents and the other agreements set forth on Schedule 3.26, as of the Restatement Date there is no agreement or instrument to which any Credit Party is a party, and the breach, nonperformance or cancellation of which, or the failure of which to renew,

could reasonably be expected to have a Material Adverse Effect (any such agreement, instrument or contract, a “**Material Contract**”). The consummation of the transactions contemplated by the Credit Documents will not give rise to a right of termination in favor of any party (other than any Credit Party) under any Material Contract.

ARTICLE 4 AFFIRMATIVE COVENANTS

Each Credit Party that is a party to this Agreement agrees, on behalf of itself and each of its respective Subsidiaries, that, from and after the Restatement Date and for so long as any Credit Exposure exists:

Section 4.1 *Financial Statements and Other Reports.*

Each Credit Party will deliver to Administrative Agent (in each case to the extent not previously delivered to Administrative Agent):

(a) as soon as practicable and in any event within forty-five (45) days after the end of each Fiscal Quarter [(commencing with the Fiscal Quarter ended March 31, 2024)]⁶, a consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter and the related consolidated statements of operations and cash flows for such Fiscal Quarter, and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter setting forth in each case in comparative form the figures for the corresponding periods of the previous Fiscal Year and the figures for such Fiscal Quarter and for such portion of the Fiscal Year ended at the end of such Fiscal Quarter set forth in the annual operating and Capital Expenditure budgets delivered pursuant to Section 4.1(m), all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition and results of operations of Holdings and its Subsidiaries and as having been prepared in accordance with GAAP in all material respects, and in each case subject to changes resulting from audit and normal year-end adjustments and the absence of footnote disclosures;

(b) as soon as available and in any event within one hundred fifty (150) days after the end of each Fiscal Year, a consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of operations, shareholders’ equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, accompanied by a report (solely with respect to such consolidated statements) without qualification as to going concern or scope of audit (except with respect to an upcoming maturity date of any Loan) by KPMG LLP or other independent public accountants of national or regionally recognized standing reasonably acceptable to Administrative Agent (it being agreed that any “Big Four” accounting firm shall be reasonably acceptable to Administrative Agent)

⁶ **NTD**: To be removed if the Q1 2024 financials are delivered prior to closing.

(c) together with each delivery of financial statements pursuant to Sections 4.1(a) and 4.1(b):

(i) a Compliance Certificate which shall contain (A) a calculation of the changes to Available Amount from the last delivered Compliance Certificate calculation (such calculation to be made as of the end of the Test Period), (B) an updated Schedule 3.20, to the extent any changes thereto are required to make the representations and warranties set forth in Section 3.20 true and correct as of the date of delivery of such Compliance Certificate, (C) a list of each newly acquired or formed Subsidiary of the Credit Parties since the delivery of the last Compliance Certificate, (D) a list of all new Intellectual Property owned or exclusively licensed by the Credit Parties since delivery of the last Compliance Certificate, which shall include a notation whether such Intellectual Property is used or useful in the business of the Credit Parties, (E) a list of changes with respect to the identities of Restricted Subsidiaries and Unrestricted Subsidiaries since the latest delivered Compliance Certificate as of the date of delivery of such Compliance Certificate and (F) a list of (x) any new Partner Banks, (y) any new Depository Services Agreements and (z) those Depository Services Agreements that have had any material modifications made to such Depository Services Agreement, in each case under this clause (F), since the delivery of the last Compliance Certificate; and

(ii) a management summary (A) describing the operations and financial condition of Holdings and its Subsidiaries for the fiscal period covered by such financial statements and the portion of the current Fiscal Year then elapsed (or for the Fiscal Year then ended in the case of year-end financials) and (B) discussing the reasons for any significant variations as between the fiscal period covered and the portion of the Fiscal Year then elapsed, and as between such periods and the same periods during the immediately preceding Fiscal Year;

(d) commencing with respect to the Fiscal Year ending December 31, 2023, together with each delivery of financial statements pursuant to Section 4.1(b) above, a certificate with respect to the calculation of Excess Cash Flow reasonably acceptable to Administrative Agent;

(e) [reserved];

(f) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) upon their becoming available, (i) copies of all regular and periodic reports and all registration statements and prospectuses filed by any Credit Party with any securities exchange or with the Securities and Exchange Commission or any successor, and (ii) copies of all Swap Contracts entered into by any Credit Party (to the extent not previously delivered to Administrative Agent by the Eligible Swap Counterparty party thereto);

(g) promptly (but in any event within five (5) Business Days or a later date acceptable to Administrative Agent in its sole discretion) upon any Responsible Officer obtaining knowledge (i) of the existence of any Event of Default or Default, or (ii) that the holder of any Debt of any Credit Party or any Subsidiary in excess of \$5,000,000 has given any notice or taken any other action with respect to a claimed default thereunder, a certificate of a

Responsible Officer specifying the nature and period of existence of any such condition or event, attaching any relevant notice or other relevant documentation, and describing any action the applicable Credit Party or Subsidiary has taken, is taking or proposes to take with respect thereto;

(h) promptly (but in any event within five (5) Business Days or a later date acceptable to Administrative Agent in its sole discretion) upon any Responsible Officer obtaining knowledge (i) of the institution of any Litigation seeking material equitable relief with respect to a Credit Party or Subsidiary or involving an alleged liability of any Credit Party or any Subsidiary equal to or greater than \$5,000,000, or (ii) any adverse determination in any Litigation involving material equitable relief or a potential liability of any Credit Party or any Subsidiary equal to or greater than \$5,000,000, a certificate of a Responsible Officer specifying the nature and period of existence of any such condition or event, attaching any relevant notice or other relevant documentation, and describing any action the applicable Credit Party or Subsidiary has taken, is taking or proposes to take with respect thereto;

(i) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) upon any Responsible Officer obtaining knowledge of any of the following, which could reasonably be expected to give rise to remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000: (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution on a timely basis to any ERISA Plan or Multiemployer Pension Plan, (iii) the taking of any action with respect to a Pension Plan which is reasonably likely to result in the requirement that any Credit Party or any Subsidiary furnish a bond or other security to the PBGC or such Pension Plan, (iv) the occurrence of a reportable event under Section 4043 of ERISA (for which a reporting requirement is not waived) with respect to any Pension Plan, (v) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan which is reasonably likely to result in the incurrence by any Credit Party or any Subsidiary of any liability, fine or penalty that exceeds \$5,000,000 (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), (vi) any material increase in the liability or contingent liability of any Credit Party or any Subsidiary with respect to any post-retirement welfare plan benefit or (vii) the receipt by any Credit Party or any Subsidiary of any notice that with respect to any Multiemployer Pension Plan that increased contributions will be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or will be terminated, or that any such plan is or will become insolvent, a certificate of a Responsible Officer specifying the nature and period of existence of any such condition or event, or specifying the notice given or action taken by such Person, and what action the applicable Credit Party or such Subsidiary has taken, is taking or proposed to take with respect thereto (any or all of the following, an “ERISA Event”);

(j) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) upon any Responsible Officer obtaining knowledge of any written complaint, order, citation, notice or other written communication from any Person delivered to any Credit Party or any Subsidiary with respect to, or if any Responsible Officer becomes aware of (i) the existence or alleged existence of a

violation by any Credit Party or any Subsidiary of any applicable Environmental Law, (ii) any release of any Hazardous Materials into the environment at any property of any Credit Party or any Subsidiary, (iii) the commencement of any cleanup of any Hazardous Materials at any property of any Credit Party or any Subsidiary, (iv) any pending legislative or threatened (in writing) proceeding for the termination, suspension or non-renewal of any Governmental Authorization of any Credit Party or any Subsidiary that is required under any applicable Environmental Law, or (v) any property of any Credit Party or any Subsidiary that is or will be subject to a Lien imposed pursuant to any Environmental Law, in each case of (i) through (v), that could reasonably be expected to give rise to, remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000, written notice from a Responsible Officer specifying the nature and period of existence of any such condition or event, or specifying the notice given or action taken by such holder or Person, and what action the applicable Credit Party or such Subsidiary has taken, is taking or proposes to take with respect thereto;

(k) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) after any Responsible Officer obtains knowledge of any labor controversy that has resulted in, or threatens to result in, a material strike or other work stoppage against any Credit Party or Subsidiary that could reasonably be expected to cause an Event of Default or Material Adverse Effect;

(l) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) after receipt or submission thereof, copies of any material notice related to non-payment of any material Taxes received by any Credit Party or Subsidiary from any Governmental Authority and, upon the reasonable written request of Administrative Agent, copies of all documents and information furnished to a Governmental Authority in connection with any investigation of any Credit Party or such Subsidiary;

(m) as soon as available, but in any event within sixty (60) days after the conclusion of each Fiscal Year, commencing with the Fiscal Year ending on December 31, 2021:

(i) Credit Parties' and the Restricted Subsidiaries' annual operating and Capital Expenditure budgets, which shall be presented on a monthly basis for such Fiscal Year and shall be in a format reasonably consistent with projections and budgets theretofore provided to the Lenders (or reconciled with such budget in reasonable detail), and

(ii) the figures for the Fiscal Year just ended set forth in the annual operating and Capital Expenditures budgets delivered pursuant to clause (m)(i) preceding for such Fiscal Year in comparative form to the unaudited financial results of Holdings and its Subsidiaries for such Fiscal Year (adjusted for Credit Parties and the Restricted Subsidiaries), in reasonable detail;

(n) upon the written request of the Administrative Agent (which shall be no more frequently than annually unless an Event of Default has occurred and is continuing), a summary of all material insurance coverage maintained by the Credit Parties and their Subsidiaries (other than Immaterial Subsidiaries, unless the Administrative Agent has a

reasonable basis for requesting such information with respect to Immaterial Subsidiaries) as of the date thereof;

(o) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) upon receipt of the same, copies of all notices, requests and other documents received by any Credit Party or any Subsidiary under or pursuant to any Material Contract regarding or related to any breach or default by any party thereto or any other event that could reasonably be expected to materially impair the value of the interests or the rights of any Credit Party or any Subsidiary or otherwise have a Material Adverse Effect;

(p) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) after any Responsible Officer obtains knowledge of the occurrence of any event or change that has resulted or would reasonably be expected to result in, either in any case or in the aggregate, a Material Adverse Effect, a certificate of a Responsible Officer specifying the nature and period of existence of any such event or change, and what action the applicable Credit Party or Subsidiary has taken, is taking or proposes to take with respect thereto;

(q) promptly (but in any event within five (5) Business Days or such later date that is acceptable to Administrative Agent in its sole discretion) after it is provided to the Board, each Credit Party will promptly deliver to Administrative Agent the section, if any, of any board materials containing material financial information provided to its Board; and

(r) with reasonable promptness, such other information and data with respect to any Credit Party as from time to time may be reasonably requested by Administrative Agent or any Lender (through Administrative Agent).

Each Lender and each Agent hereby acknowledges and agrees that, due to the highly confidential and proprietary nature of the Depository Services Agreements, the relationship with Partner Banks and the other Proprietary Information, and notwithstanding any other provision of the Credit Agreement or any other Credit Document to the contrary, (1) there is no obligation of any Credit Party or any Subsidiary under any provision of the Credit Agreement or other Credit Documents to deliver any hard copies or electronic copies of any Depository Services Agreement (redacted or otherwise) or other Proprietary Information, (2) no Proprietary Information shall be required to be made available to any Agent or Lender, or otherwise be required to be provided in any form by any Credit Party or any Subsidiary, or any other Person, to the Administrative Agent or any other Lender or any representative of any thereof; **provided**, that the foregoing will not limit the rights of the employees of the Administrative Agent to review Depository Services Agreements and other Proprietary Information "in camera", but only to the extent permitted in accordance with the provisions of Section 4.6 and (3) in the event any Agent and/or Lender obtains possession of any Depository Services Agreement, redacted or otherwise, or other Proprietary Information, other than (A) with the prior written consent of the Administrative Borrower in its sole discretion, or (B) to the extent any such information (w) becomes publicly available other than by reason of a breach of the confidentiality obligations set forth in this paragraph, (x) becomes available to the Agents or Lenders on a non-confidential basis from a

source other than any Credit Party or any Subsidiary (or on such party's behalf), to such Agent's or Lender's knowledge, not in violation of any confidentiality agreement or obligation owed to the Credit Parties or Subsidiaries, (y) was available to such Agent or Lender, as applicable, on a non-confidential basis prior to its disclosure to the Agent or Lender or (z) was independently developed by such Agent or Lender without reliance on confidential information, each such Person agrees (1) to keep all such Proprietary Information confidential, (2) to promptly notify the Administrative Borrower, (3) to promptly return to the Administrative Borrower or destroy such Proprietary Information to the reasonable satisfaction of the Administrative Borrower and (4) that no copies, facsimiles or pictures of the Depository Services Agreements or other Proprietary Information, and no written summaries or descriptions of any of the provisions or terms of, or parties to, any of such Depository Services Agreement or other Proprietary Information may be generated by any Agent or any Lender at any time from such Proprietary Information.

Section 4.2 Payment and Performance of Taxes.

(a) Each Credit Party (i) will pay and discharge, and cause each Subsidiary to pay and discharge, at or before maturity, all of their respective tax obligations and liabilities, except for such obligations and/or liabilities that are the subject of a Permitted Contest, (ii) will maintain, and cause each Subsidiary to maintain, in accordance with GAAP, appropriate reserves for the accrual of all of their respective tax obligations and liabilities and (iii) will not breach or permit any Subsidiary to breach, or permit to exist any default under, the terms of any lease, commitment, contract, instrument or obligation to which it is a party, or by which its properties or assets are bound, except in cases of clauses (i), (ii) and (iii), for such breaches or defaults which could not reasonably be expected to result in a liability of the Credit Parties and the Restricted Subsidiaries of \$5,000,000 or more.

(b) Upon completion of any Permitted Contest, each Credit Party shall, and will cause each Subsidiary to, promptly pay the amount due, if any, except where the failure to pay such amount could not reasonably be expected to result in a liability of the Credit Parties and the Restricted Subsidiaries of \$5,000,000 or more.

Section 4.3 Maintenance of Existence; Material Contracts.

(a) Each Credit Party will preserve, renew and keep in full force and effect, and will cause each Subsidiary to preserve, renew and keep in full force and effect, (i) their respective existence (other than Immaterial Subsidiaries to the extent that such failure could not reasonably be expected to have a Material Adverse Effect) and (ii) their respective rights, privileges and franchises necessary or desirable in the normal conduct of business in the jurisdiction of their respective organization, except with respect to clause (i) above and this clause (ii) in connection with a transaction permitted under Section 5.7, and (iii) their respective qualification to do business and good standing in each jurisdiction except, with respect to clause (ii) and this clause (iii), where the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Each Credit Party will, and will cause its Subsidiaries to comply in all material respects with all Material Contracts.

Section 4.4 Maintenance of Property; Insurance.

(a) Each Credit Party will, and will cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition (ordinary wear and tear and casualty and condemnation excepted) all properties and assets which are necessary in and material for the conduct of its business and will make or cause to be made all appropriate repairs, renewals and replacements thereof except in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Each Credit Party will, and will cause each of its Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers, liability, property damage and business interruption insurance with respect to its business and properties against loss or damage of the kinds, and in such amounts, as are customarily carried under similar circumstances by companies that are engaged in the same or similar business (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Credit Parties). Each Credit Party shall cause Administrative Agent, pursuant to endorsements or other instruments in form and substance reasonably satisfactory to Administrative Agent, to be named as lender's loss payee in the case of casualty insurance of the Credit Parties, and additional insured in the case of all liability insurance, in each case for the benefit of Administrative Agent and Lenders.

(c) If the Credit Parties default in their obligation to maintain insurance under this Section 4.4 and fail to provide Administrative Agent with evidence of the insurance coverage required by this Agreement within a reasonable period of time after written request in accordance with the terms hereof (and in any event, within 30 days of such request or such later period as the Administrative Agent may agree) therefor by Administrative Agent, Administrative Agent may purchase insurance at Borrowers' expense to protect Administrative Agent's and Lenders' interests in the Collateral. This insurance may, but need not, protect the Credit Parties' interests. The coverage purchased by Administrative Agent may not pay any claim made by any Credit Party or any claim that is made against any Credit Party in connection with the Collateral. The Credit Parties may later cancel any insurance purchased by Administrative Agent, but only after providing Administrative Agent with evidence that the Credit Parties have obtained insurance as required by this Agreement. If Administrative Agent purchases insurance for the Collateral, the Credit Parties will be responsible for the costs of that insurance, including interest and other charges incurred by Administrative Agent in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations. The costs of such insurance may be more than the cost of insurance Borrowers are able to obtain on their own.

Section 4.5 Compliance with Laws.

Each Credit Party will comply, and cause each Subsidiary to comply, in all material respects with the requirements of all Laws (including Environmental Laws) and obtain, maintain and comply in all respects with all Governmental Authorizations applicable to it or to its business or property, except in such instances in which (a) such requirement of Law is being contested in

good faith by appropriate proceedings diligently conducted; (b) the failure to comply with any such Law could not reasonably be expected to have a Material Adverse Effect; (c) the failure to obtain and maintain any such Governmental Authorization could not reasonably be expected to have a Material Adverse Effect; or (d) the failure to comply with any such Governmental Authorization could not reasonably be expected to have a Material Adverse Effect.

Section 4.6 Inspection of Property, Books and Records.

Each Credit Party (a) will keep, and will cause each Subsidiary to keep, in all material respects, (i) books of record and account in accordance with GAAP in which full, true and correct entries shall be made of all financial transactions in relation to its business and activities and (ii) true, complete and correct copies of all Depository Services Agreements (including any amendments, supplements or other modifications thereto) at the Administrative Borrower's headquarter building in Dallas, Texas; (b) will permit, and will cause each Subsidiary to permit, at the sole cost of Credit Parties or any applicable Subsidiary, representatives of Administrative Agent and of any Lender (but at such Lender's expense) to visit and inspect any of their respective properties (except (x) properties of Immaterial Subsidiaries and (y) Proprietary Information), to examine and make abstracts or copies from any of their respective books and records, except for any Proprietary Information, and to discuss their respective affairs, finances and accounts with their respective executive officers, and independent public accountants (except for any affairs, finances and accounts that if written, would constitute Proprietary Information; *provided that* representatives of the Administrative Agent (limited to employees of the Administrative Agent) may discuss Proprietary Information with Responsible Officers of the Administrative Borrower) (at which meeting with independent public accountants Responsible Officers shall be afforded the opportunity to be present) as often as may reasonably be desired; *provided that*, with respect to this clause (b), in the absence of an Event of Default, Credit Parties shall not be responsible for the cost of more than one (1) such visit per Fiscal Year of Holdings, and Administrative Agent or any Lender exercising any rights pursuant to this Section 4.6 shall give the applicable Credit Party or any applicable Subsidiary commercially reasonable prior written notice of such exercise and such visits shall be during regular business hours; and (c) will permit, and will cause each Subsidiary to permit, at the sole cost of Credit Parties or any applicable Subsidiary, representatives of Administrative Agent (limited to employees of the Administrative Agent) to examine "in camera" at the Administrative Borrower's headquarter building in Dallas, Texas, copies of each Depository Services Agreement and other Proprietary Information then in effect, limited to one (1) such visit per Fiscal Quarter of Holdings (and such one (1) visit will be permitted only to the extent the most recently delivered Compliance Certificate listed any new Partners Banks, new Depository Services Agreements or material modifications to any existing Depository Services Agreement since the delivery of the last Compliance Certificate and for the Fiscal Quarter ending March 31, 2023), *provided that*, with respect to this clause (c), in the absence of an Event of Default, the Administrative Agent shall give the applicable Credit Party or any applicable Subsidiary commercially reasonable prior written notice of the exercise of any rights pursuant to this Section and such visits shall be during regular business hours; *provided, however*, that, in all cases, during the existence and continuance of any Event of Default, all such visits of the Administrative Agent and its advisors and representatives shall be at Credit Parties' sole expense and with such notice that is reasonable under the circumstances (which the Credit Parties acknowledge may be less than 24 hours during the continuance of an Event of Default); *provided*, lastly, that unless a Specified

Default has occurred and is continuing, visits and inspections shall be limited to the headquarter building in Dallas, Texas, the Client Shared Services Center in Richardson, Texas, and any other similarly material location to which the Credit Parties and their Subsidiaries may move their corporate headquarters or material corporate operations after the Restatement Date.

Section 4.7 Use of Proceeds; Margin Regulations.

(a) Borrowers will use the proceeds of the Term Loan A funded to the Borrowers on the Restatement Date and not used for the exchange of the Loans (as defined under the Original Credit Agreement) solely to repay the Revolving Loans (as defined under the Original Credit Agreement) outstanding under the Original Credit Agreement on the Restatement Date and to pay transaction fees in connection with the Credit Documents and the related transactions.

(b) Borrowers will use the proceeds of the Revolving Loans borrowed after the Restatement Date solely for Permitted Acquisitions, the Permitted Grid Acquisition, Restricted Distributions permitted to be made after the Restatement Date by this Agreement, working capital and general corporate purposes of Borrowers and their Subsidiaries, subject in each case to any restrictions set forth in this Agreement.

(c) Borrowers will use the proceeds of the Special Purpose DDTL Loans solely to fund a portion of any interest payment due and payable under Section 2.3(a)(iv) in an amount equal to (i) any amount of Applicable Margin comprised of Specified Margin then applicable or (ii) any amount of Applicable Margin comprised of Additional Margin corresponding to the applicable Pricing Level in the table set forth in the definition of "Applicable Margin"; provided that, in each case, the payment of such amount of Applicable Margin referred to in clauses (i) and (ii) above, as applicable, on such Interest Payment Date shall occur on the date of, and substantially concurrently with, the borrowing of such Special Purpose DDTL Loan.

(d) Borrowers will use the proceeds of any Incremental Term Loan solely for Permitted Acquisitions and any costs and/or expenditures related thereto, payment of earnouts and other consideration in connection therewith from time to time as it is due and payable, any fees and/or expenses in connection therewith and Capital Expenditures made in connection with any Permitted Acquisition for the purposes of integrating any target of any Permitted Acquisition, subject in each case to any restrictions in this Agreement. Borrowers will use the proceeds of Incremental Revolving Loans solely for Permitted Acquisitions, and any costs and/or expenditures related thereto, payment of earnouts and other consideration in connection therewith from time to time as it is due and payable, any fees and/or expenses in connection therewith, Capital Expenditures made in connection with any Permitted Acquisition for the purposes of integrating any target of any Permitted Acquisition, subject in each case to any restrictions in this Agreement, working capital and general corporate purposes of Borrowers and their Subsidiaries, subject in each case to any restrictions set forth in this Agreement.

(e) No Credit Party is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of the Loans will be used to

purchase or carry margin stock or otherwise for a purpose which violates, or would be inconsistent with Regulation T, U or X of the Federal Reserve Board.

Section 4.8 Lenders' Meetings.

Not more than once each Fiscal Year unless an Event of Default exists, as requested in writing by Administrative Agent with not less than ten (10) Business Days' notice (or such lesser notice agreed to by Administrative Borrower), Borrowers will conduct a meeting of Administrative Agent and the Lenders to discuss the most recently reported financial results and the financial condition of Credit Parties, at which there shall be present one or more Responsible Officers who regularly attend meetings of the Board, and such other Persons as the Credit Parties may desire. Such meetings shall be held at a time and place convenient to all attendees.

Section 4.9 Hazardous Materials; Remediation.

(a) Each Credit Party shall, and shall cause each Subsidiary, to (i) comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits, (ii) obtain and renew all Environmental Permits necessary for its operations and properties and (iii) conduct any investigation, study, sampling and testing, and undertake any cleanup, response or other corrective action necessary to address all Hazardous Materials Contamination at, on, under or emanating from any of properties owned, leased or operated by it in accordance with and to the extent required by Environmental Laws, except in each case of (i), (ii), or (iii) where the failure to do so would not reasonably be expected to give rise to, remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000.

(b) If any release or disposal of Hazardous Materials shall occur or shall have occurred on any real property or any other assets of any Credit Party or Subsidiary, such Credit Party will cause, or direct the applicable Credit Party or Subsidiary to cause, the prompt containment and removal of such Hazardous Materials and the remediation of such real property or other assets as is necessary to comply with all Environmental Laws in each case except where the failure to do so would not reasonably be expected to give rise to, remediation costs and expenses of the Credit Parties and/or their Subsidiaries that exceed \$5,000,000. Without limiting the generality of the foregoing, each Credit Party and its Subsidiaries shall comply with each Environmental Law requiring the performance at any real property by any Credit Party or its Subsidiaries of activities in response to the release or threatened release of a Hazardous Material, except for such non-compliance that would not reasonably be expected to give rise to remediation costs and expenses of the Credit Parties that exceed \$5,000,000.

Section 4.10 ERISA Compliance.

Each Credit Party shall not, and shall not cause or permit any other member of the Controlled Group to, cause or permit to occur an ERISA Event to the extent such ERISA Event could reasonably be expected to result in a Material Adverse Effect.

Section 4.11 Intellectual Property.

(a) (i) Maintain its ownership of all Intellectual Property owned by such Credit Party and each Subsidiary of such Credit Party, and shall not do any act knowingly or omit to do any act whereby any owned Intellectual Property may lapse, become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted hereunder and (ii) take all reasonable steps in the United States Patent and Trademark Office and the United States Copyright Office to pursue any application and maintain any registration of each trademark, patent, and copyright owned by such Credit Party or Subsidiary of such Credit Party and (iii) without limiting Section 4.11(a)(i) and (ii), register any domain name(s) under the name of such Credit Party or any Subsidiary of such Credit Party, in each of (i) through (iii) except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Not infringe, misappropriate or otherwise violate any Intellectual Property of any third party, except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c) (i) Maintain all licenses for third party Intellectual Property (including, commercial software) licensed to such Credit Party and each Subsidiary of such Credit Party; and (ii) not violate any such licenses and not cause any such license to cease to be legal, valid, binding, enforceable and in full force and effect following the Restatement Date, except for licenses that expire or are terminated in accordance with their terms and in the Ordinary Course of Business (other than a termination resulting from a default or breach by the applicable Credit Party or Subsidiary of a Credit Party), in each of (i) and (ii), except as could not reasonably be expected to have a Material Adverse Effect.

(d) Maintain at all times the license for the Specified Town Square Software as in effect on the Restatement Date, or otherwise on terms and conditions no less favorable to the Credit Parties and their Subsidiaries, taken as a whole, than the terms and conditions of such license as in effect on the Restatement Date.

Section 4.12 Further Assurances.

(a) Each Credit Party will, and will cause each Subsidiary, at its own cost and expense, to promptly and duly take, execute, acknowledge and deliver all such further acts, documents and assurances as may from time to time be necessary or as Administrative Agent or Required Lenders may from time to time reasonably request in writing in order to carry out the intent and purposes of the Credit Documents and the transactions contemplated thereby, including all such actions to establish, create, preserve, protect and perfect a first priority Lien (subject only to Permitted Liens) in favor of Administrative Agent for itself and for the benefit of Lenders on the Collateral (including Collateral acquired after the date hereof), on any and all assets of each Credit Party, whether now owned or hereafter acquired (other than Excluded Assets and subject to the limitations set forth in the Credit Documents).

(b) Without limiting the generality of the foregoing, in the event any Credit Party or any of its Subsidiaries shall acquire or form any new Subsidiary after the date hereof,

such Credit Party or its respective Subsidiary will cause such new Subsidiary, (x) in the case of a Material Subsidiary, within forty-five (45) days (or such longer period as determined by Administrative Agent in its sole discretion) of such acquisition and/or such formation and (y) for any other newly acquired or formed Subsidiary, within forty-five (45) days (or such longer period as determined by Administrative Agent in its sole discretion) of the delivery of a Compliance Certificate for the Fiscal Quarter in which such acquisition or formation occurred, (i) to become a Borrower or Guarantor (to be determined by Administrative Agent in its sole discretion) by executing and delivering to Administrative Agent a joinder agreement or such other document as Administrative Agent shall reasonably deem appropriate for such purpose consistent with the documentation executed by the other comparable Credit Parties on the Closing Date or Restatement Date, as applicable, and to take such other action (including, without limitation, authorizing the filing of such UCC financing statements and delivering certificates in respect of the Equity Interests of such Subsidiary, subject to the provisions of Section 4.12(c) below) as shall be necessary or appropriate to establish, create, preserve, protect and perfect a first priority Lien (subject only to Permitted Liens) in favor of Administrative Agent for the benefit of Administrative Agent and Lenders (in each case consistent with such actions taken by the other comparable Credit Parties on the Closing Date or Restatement Date, as applicable) on substantially the same types of assets, both real and personal, on which the existing Subsidiaries that are Credit Parties have granted Liens to secure the Obligations (which specifically do not include Excluded Assets and subject to the limitations set forth in the Credit Documents), as contemplated by the Security Documents, provided that no Excluded Subsidiary shall be required to comply with this clause (i) or become a Borrower or Guarantor, (ii) to execute such other Security Documents, including, without limitation, a Security Agreement Supplement (as defined in, and substantially in the form attached to, the Security Agreement) in form and substance reasonably acceptable to Administrative Agent, as may be reasonably required or requested by Administrative Agent in connection with the actions contemplated hereby, provided that no pledge pursuant to this paragraph (ii) shall be required of (A) in excess of 65% of the voting Equity Interests (and 100% of the non-voting Equity Interests) of any first-tier Subsidiary that is a CFC or any CFC Holdco or (B) any of the Equity Interests of any Subsidiary of a CFC, in each case, to the extent such pledge would result in material adverse tax consequences to any Credit Party, provided, further, that no Excluded Subsidiary shall be required to comply with this clause (ii), and (iii) to deliver such proof of corporate (or comparable) action, incumbency of officers, opinions of counsel and other documents as Administrative Agent shall have reasonably required or requested, provided further that no Excluded Subsidiary shall be required to comply with this clause (iii).

(c) Each Credit Party will take, and will cause each of its Subsidiaries to take, such action from time to time as shall be necessary to ensure that Administrative Agent shall have, for the benefit of Administrative Agent and Lenders, a first priority Lien on all Equity Interests of each Subsidiary (other than an Unrestricted Subsidiary, an Immaterial Subsidiary and a Subsidiary of a CFC or any of their Subsidiaries); *provided* that in the case of a CFC and a CFC Holdco, such Lien will be limited to 65% of the voting Equity Interests (and 100% of the non-voting Equity Interests) of such CFC or CFC Holdco, in each case, other than Excluded Assets, if the pledge of any greater percentage of such CFC or CFC Holdco's voting Equity Interests would result in material adverse tax consequences to any Credit Party. In the event that any additional Equity Interests (other than Excluded Assets) shall be issued by any Credit Party

and shall constitute a “security” pursuant to Article 8 of the UCC, the applicable Credit Party shall within forty-five (45) days (or such longer period as determined by Administrative Agent in its sole discretion) with such issuance, deliver to Administrative Agent to the extent required by the applicable Credit Documents the certificates evidencing such Equity Interests, accompanied by undated powers executed in blank and, whether or not any such Equity Interest is such a security, to take such other action as Administrative Agent shall reasonably request to perfect the Lien created therein in accordance with the terms of the Credit Documents.

(d) Within five (5) Business Days (or such longer period as determined by Administrative Agent in its sole discretion) of the acquisition by any Credit Party following the Restatement Date of any real property owned in fee, located in the U.S. and having a value in excess of \$10,000,000 after the Restatement Date, such Credit Party will notify Administrative Agent of such fact and shall, within sixty (60) days following such acquisition (or such longer period as determined by Administrative Agent in its sole discretion), (i) with respect to any such owned real estate, deliver or cause to be delivered to Administrative Agent (A) a mortgage or deed of trust, as applicable, in form and substance reasonably satisfactory to Administrative Agent, executed by the Credit Party who holds title to the real property, (B) a lender’s title insurance policy in the amount equal to the value ascribed to such real property issued by a title insurer reasonably satisfactory to Administrative Agent in form and substance reasonably satisfactory to Administrative Agent insuring Administrative Agent’s first priority Lien on such real estate, free and clear of all defects and encumbrances except Permitted Liens, customary real estate encumbrances and the standard title policy exceptions, (C) a current ALTA survey, certified to Administrative Agent by a licensed surveyor, in form and substance reasonably satisfactory to Administrative Agent, or survey affidavits sufficient to allow the issuer of the lender’s title insurance policy to issue such policy without a general survey exception, and (D) FEMA Form 086-0-32 in favor of Administrative Agent from a national certification agency acceptable to Administrative Agent, indicating whether such real estate is located in a special flood hazard area, and (ii) with respect to the two underlying real estate leases on which the headquarter building in Dallas, Texas and the Client Shared Services Center in Richardson, Texas are located, use commercially reasonable efforts to obtain such estoppel letters, consents and waivers from the landlords and non-disturbance agreements from any holders of mortgages or deeds of trust on such real estate as may be reasonably requested by Administrative Agent, all of which shall be in form and substance reasonably satisfactory to Administrative Agent.

Section 4.13 [Reserved].

Section 4.14 Deposit Accounts.

(a) All Deposit Accounts of the Credit Parties (other than Excluded Accounts) existing on the Restatement Date shall be subject to Deposit Account Control Agreements. All Deposit Accounts of the Recently Acquired Entities that are Credit Parties (other than Excluded Accounts) existing on the Restatement Date shall be subject to Deposit Account Control Agreements no later than forty-five (45) days following the Restatement Date (or such later date as Administrative Agent shall agree in its sole discretion).

(b) After the Restatement Date, no Credit Party shall directly or indirectly, establish any new Deposit Account (other than Excluded Accounts) unless Administrative Agent, such Credit Party and the bank at which such Deposit Account is to be opened enter into a Deposit Account Control Agreement with respect to such Deposit Account no later than sixty (60) days following the setting up, acquisition of or transfer to such account (including, without limitation, in the case of an acquisition of a new Deposit Account in connection with a Permitted Acquisition), or in each case such longer period as may be agreed by Administrative Agent in its sole discretion.

Section 4.15 Accounting Changes.

Within thirty (30) Business Days after the Borrowers make material changes to their financial accounting methods for purposes of GAAP reporting that are not in conformity with GAAP required changes (or such longer period agreed to by Administrative Agent), Borrowers shall notify Administrative Agent thereof.

Section 4.16 Post-Closing Obligations.

Credit Parties shall complete each of the post-closing obligations and/or provide to Administrative Agent each of the documents, instruments, agreements and information listed on Schedule 4.16 attached hereto on or before the date set forth for each such item thereon (or such later date as determined by Administrative Agent in its sole discretion), each of which shall be completed or provided in form and substance reasonably satisfactory to Administrative Agent.

Section 4.17 Unrestricted Subsidiaries.

Administrative Borrower may at any time after the Restatement Date designate any Restricted Subsidiary that has been formed or acquired after the Restatement Date as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary by written notice to Administrative Agent; *provided* that (i) immediately before and immediately after such designation, no Default or Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to such designation, on a Pro Forma Basis, Borrowers would have a Total Net Leverage Ratio not in excess of the then-applicable financial covenant level set forth in Section 6.1 as of the most recently ended Test Period, (iii) in the case of the designation of any Subsidiary as an Unrestricted Subsidiary, such designation shall constitute an Investment in such Unrestricted Subsidiary (calculated as an amount equal to the sum of (x) the fair market value of the Subsidiary designated immediately prior to such designation (such fair market value to be calculated without regard to any Obligations of such Subsidiary) and (y) the aggregate principal amount of any Debt owed by the Subsidiary to any Borrower or any of its Subsidiaries immediately prior to such designation, all calculated, except as set forth in the parenthetical to clause (x) above, on a consolidated basis in accordance with U.S. GAAP), and such Investment shall be permitted under Section 5.8, (iv) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a “Restricted Subsidiary” for the purpose of any Funded Debt (other than the Obligations) with a principal amount in excess of \$5,000,000, (v) no Restricted Subsidiary may be a Subsidiary of an Unrestricted Subsidiary, (vi) in the case of the designation of any Subsidiary as an Unrestricted Subsidiary, such Unrestricted Subsidiary shall have no recourse whatsoever (whether by contract or by operation of law or otherwise) to any Borrower or any Restricted Subsidiary or any of the

properties or assets of any Borrower or any Restricted Subsidiary for any obligations of such Unrestricted Subsidiary, (vii) no Subsidiary that owns, holds, exclusively licenses or otherwise has the exclusive right to use any Intellectual Property shall be designated as an Unrestricted Subsidiary, other than (i) any entity that is a part of the SocialCondo Group and designated as an Unrestricted Subsidiary may own (A) the Specified Town Square Trademarks and (B) the Specified Town Square Software, (viii) Associa PAC shall not be designated as an Unrestricted Subsidiary, and (ix) Administrative Borrower shall have delivered to Administrative Agent a certificate executed by its chief financial officer, certifying to such officer's knowledge, compliance with the requirements of the preceding clauses (i) through (vii), inclusive, and containing the calculations (in reasonable detail) required by the preceding clauses (ii) and (iii). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute, for all purposes under the Credit Documents, the incurrence at the time of such designation of any Investment, Debt and Liens of such Subsidiary existing at such time. For the avoidance of doubt, on the Restatement Date, Grid Systems, LLC, SocialCondo USA Holdings, LLC, SocialCondo USA Holdings II, LLC and SocialCondo Desenvolvimento de Software, Ltda. are the only Unrestricted Subsidiaries.

ARTICLE 5 NEGATIVE COVENANTS

Each Credit Party that is a party to this Agreement agrees, on behalf of itself and each of its respective Subsidiaries, that, for so long as any Credit Exposure exists:

Section 5.1 Debt.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, create, incur, assume, guarantee or otherwise become or remain directly or indirectly liable with respect to, any Debt, or directly or indirectly, create, assume, incur or suffer to exist any Contingent Obligations, except for:

- (a) Debt constituting Obligations;
- (b) Debt outstanding on the Restatement Date and, to the extent in excess of \$5,000,000 in the aggregate for all such Debt, set forth on Schedule 5.1, and any Permitted Refinancing thereof;
- (c) Debt incurred or assumed for the purpose of financing all or any part of the cost of acquiring, construction, repair, replacement, development or improving any fixed asset, software, information technology infrastructure and/or networking (including through Capital Leases), in an aggregate principal amount at any time outstanding not greater than the greater of (i) \$25,000,000 and (ii) 21.00% of Consolidated EBITDA (determined solely as of the date of incurrence but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence) and any Permitted Refinancing thereof; *provided* that such Permitted Refinancing does not, when aggregated with the principal amount of all other Debt incurred under this clause (c), exceed the greater of the amounts listed in the preceding clauses (i) and (ii) at any time outstanding;

(d) Debt and Contingent Obligations existing or arising under any Swap Contract; *provided* that such obligations are (or were) entered into in the Ordinary Course of Business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Credit Party, or changes in the value of securities issued by such Credit Party, and not for purposes of speculation;

(e) Debt (i) of a Credit Party owing to any other Credit Party (other than Holdings or Intermediate Holdings) or of a Credit Party owing to a Subsidiary that is not a Credit Party, which Debt (A) if owing to a Credit Party by a Subsidiary that is not a Credit Party, shall at all times be evidenced by one or more promissory notes or a global intercompany note in form reasonably satisfactory to Administrative Agent, duly executed and delivered in pledge to Administrative Agent pursuant to the Security Documents, and (B) if owing by a Credit Party to a Subsidiary that is not a Credit Party shall be subordinated to the Obligations on customary terms reasonably acceptable to Administrative Agent, and (ii) of a Subsidiary that is not a Credit Party owing to any Credit Party or Subsidiary thereof, which Debt, if owing to a Credit Party, shall be evidenced by one or more promissory notes or a global intercompany note in form reasonably satisfactory to Administrative Agent, duly executed and delivered in pledge to Administrative Agent pursuant to the Security Documents, and shall be deemed to be an Investment by such Credit Party in such Subsidiary and shall have been incurred in accordance with Section 5.8;

(f) Debt incurred by a Foreign Subsidiary consisting of letters of credit (and without recourse to any Credit Party) not to exceed the greater of (i) \$10,000,000 and (ii) 8.50% of Consolidated EBITDA (determined solely as of the date of incurrence but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence) at any time outstanding;

(g) Debt incurred in the Ordinary Course of Business in respect of performance, bid, surety or appeal bonds, performance and completion guarantees and similar obligations or workers' compensation claims, including any Contingent Obligations, but excluding (in each case) Debt incurred through the borrowing of money, and reimbursement obligations in respect of any of the foregoing;

(h) (i) Deferred Payment Obligations and (ii) indemnification obligations, escrows, and other similar payment obligations, in each case, incurred in connection with any Permitted Acquisition, the Permitted Grid Acquisition or other Investment permitted under this Agreement;

(i) cash management obligations and other Debt incurred in respect of netting services, automatic clearinghouse arrangements, overdraft protection, and other like services, in each case, incurred in the Ordinary Course of Business;

(j) Debt in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the Ordinary Course of Business and to the extent such Debt does not exceed the greater of (i) \$10,000,000 and (ii) 8.50% of Consolidated EBITDA (determined solely as of the date of incurrence but based

on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence) in the aggregate at any time outstanding;

(k) Contingent Obligations owing to clearing organizations in the Ordinary Course of Business, and without duplication, any Debt of any Credit Party or any Restricted Subsidiary which constitutes Contingent Obligations in respect of, or Debt consisting of, (i) any indemnification obligation, adjustment of purchase price, non-compete or similar obligations of any Credit Party or any Restricted Subsidiary incurred in connection with the consummation of one or more Permitted Acquisitions, the Permitted Grid Acquisition or other permitted Investment or (ii) any indemnification obligation in favor of purchasers incurred in connection with transfers, sales or other dispositions permitted under Section 5.7, in each case and consummated after the Restatement Date; *provided* that any Debt permitted pursuant to this clause (k) shall not consist of, or be evidenced by, promissory notes or other instruments or agreements evidencing debt for borrowed money;

(l) Debt incurred in the Ordinary Course of Business owed to any Person providing property, casualty, liability, or other insurance to the Credit Parties, including to finance insurance premiums;

(m) Debt in an aggregate amount not to exceed the greater of (i) \$5,000,000 and (ii) 4.00% of Consolidated EBITDA (determined solely as of the date of incurrence but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence) at any time outstanding consisting of promissory notes issued by Credit Parties and the Restricted Subsidiaries to employees, officers, consultants, members or directors (or former employees, officers, consultants, members or directors) of any Credit Party or any Restricted Subsidiary, or any family member of, or trust or other entity for the benefit of, any of the foregoing Persons, to purchase or redeem Equity Interests owned by, or to make payments to, such employees, officers, consultants, members or directors or any family member of, or trust or other entity for the benefit of, any of the foregoing Persons (including any voting trust or limited partnership pursuant to which such Equity Interests have been transferred solely for the benefit of the foregoing Persons and their heirs), pursuant to and in accordance with an option, appreciation right or similar equity incentive, equity based incentive or management incentive plan, in each case, approved by the Board, or in connection with the death or disability of such employees, officers, consultants, members or directors;

(n) Permitted Seller Debt;

(o) Debt of Restricted Subsidiaries that are not Credit Parties not to exceed the greater of (i) \$10,000,000 and (ii) 8.50% of Consolidated EBITDA (determined solely as of the date of incurrence but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence) in the aggregate at any time outstanding and guarantees thereof by any Restricted Subsidiaries that are not Credit Parties;

(p) Contingent Obligations in respect of Debt otherwise permitted by this Section 5.1; *provided* that if such Debt is subordinated to the Obligations, such Contingent Obligations shall be subordinated to the same extent;

- (q) endorsements of instruments or other payment items for deposit;
- (r) guarantees required by Governmental Authorities in the Ordinary Course of Business;
- (s) Permitted Ratio Debt; and
- (t) Debt under the Line of Credit Facility and any Permitted Refinancing thereof, in an aggregate amount outstanding at any one time not in excess of \$5,000,000;
- (u) other Debt not to exceed in the aggregate outstanding on the date of incurring any such Debt, the greater of (i) \$10,000,000 and (ii) 8.50% of Consolidated EBITDA (determined solely as of the date of incurrence but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of incurrence);
- (v) to the extent constituting Debt, unsecured rental payment obligations owing under a Permitted Aircraft Lease;
- (w) to the extent constituting Debt, unsecured obligations under the Permitted Equity Incentive Plans; and
- (x) to the extent constituting Debt, the Holdco Notes issued pursuant to the Note Purchase Agreement, as in effect on the Restatement Date and all other "Obligations" (as such term is defined in the Note Purchase Agreement); *provided*, that all Debt outstanding under the Credit Documents issued pursuant to the Note Purchase Agreement will at all times be deemed to have been incurred in reliance only upon this Section 5.1(a)(x).

For the avoidance of doubt, the exceptions listed in clauses (a) through (w) above are additive, and, to the extent that any Debt meets all applicable criteria to be permitted under more than one of clauses (b) through (w) above at any time, such Debt may at such time be allocated to any such clause for which it satisfies all applicable criteria at such time; *provided*, that all Obligations and other Debt outstanding under the Credit Documents will at all times be deemed to have been incurred in reliance only upon Section 5.1(a).

Section 5.2 Liens.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:

- (a) Liens securing the Obligations;
- (b) Liens existing on the Restatement Date and, to the extent attaching to assets or properties in excess of \$5,000,000 in the aggregate for all such Liens, set forth on Schedule 5.2 and any renewals or extensions of such Liens; *provided* that any such renewal or extension does not encumber any additional assets or properties of any Credit Party;

(c) any Lien on any asset securing Debt permitted under Section 5.1(c); *provided* that such Lien attaches only to the assets financed by such Debt, and such Lien attaches concurrently with or within ninety (90) days after the acquisition (or construction or improvement) thereof;

(d) Liens for Taxes, assessments or other governmental charges, *provided* that if such Liens are for a material amount, such Liens are (i) not at the time delinquent or thereafter payable without penalty or (ii) the subject of a Permitted Contest;

(e) Liens arising in the Ordinary Course of Business for sums not overdue for a period of more than 120 days and which are unfiled (or, if filed, have been discharged or stayed) and no other action has been taken to enforce such liens, or the subject of a Permitted Contest and for which it maintains pledges, deposits or adequate reserves (i) in favor of carriers, warehousemen, mechanics and materialmen, construction contractors and other similar Liens imposed by Law, (ii) in connection with worker's compensation, unemployment compensation and other types of social security Laws and regulations (excluding Liens arising under ERISA) or to secure the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations (including (A) those to secure health, safety and environmental obligations, (B) those required or requested by any Governmental Authority and (C) letters of credit issued in lieu of any such bonds or to support issuance thereof) and other Liens in favor of providers of performance or surety bonds pursuant to customary indemnity and other similar arrangements entered into in connection therewith incurred in the Ordinary Course of Business, (iii) in connection with surety bonds, bids, performance bonds and similar obligations (including (A) those to secure health, safety and environmental obligations, (B) those required or requested by any Governmental Authority and (C) letters of credit issued in lieu of any such bonds or to support issuance thereof) or (iv) securing liability for reimbursement indemnification obligations of (including obligations in respect of letters of credit of bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Credit Party or Restricted Subsidiary;

(f) attachments, appeal bonds, judgments and other similar Liens, arising in connection with court proceedings not constituting an Event of Default under Section 8.1(j);

(g) (i) easements, zoning restrictions, encroachments, rights of way, restrictions, minor defects or irregularities in title and other similar Liens on real property not interfering in any material respect with the Ordinary Course of Business of any Credit Party or any Restricted Subsidiary and (ii) Liens of landlords and mortgagees of landlords (A) arising by statute or contractually under any lease or related contractual obligation entered into in the Ordinary Course of Business, (B) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, and (C) for amounts not yet due or that are subject to a Permitted Contest;

(h) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions or upon securities in favor of securities intermediaries, solely to the extent incurred in connection with the maintenance of deposit accounts or securities accounts

in the Ordinary Course of Business and Liens securing Debt permitted to be incurred under Section 5.1(i);

(i) Liens (i) in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods or (ii) on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person, or supporting trade payables, warehouse receipts or similar facilities entered into, to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(j) (i) Liens that secure Permitted Seller Debt incurred in accordance with Section 5.1(n), which shall be subordinated to the Liens securing the Obligations pursuant to contractual subordination provisions in accordance with the definition of Permitted Seller Debt, and (ii) Permitted Ratio Debt incurred or assumed in accordance with Section 5.1(s), which shall rank junior in priority to the Liens securing the Obligations pursuant to contractual intercreditor or subordination provisions in accordance with the definition of Permitted Ratio Debt;

(k) any interest or title of a lessor, sublessor, licensee, sublicensee, licensor or sublicensor under any lease, sublease, license (or other grants of rights to use or exploit) or sublicense agreement or secured by a lessor's, sublessor's, licensee's, sublicensee's, licensor's or sublicensor's interest under any lease, sublease, license or sublicense permitted by this Agreement;

(l) (i) cash collateral of up to the greater of (i) \$5,000,000 and (ii) 4.00% of Consolidated EBITDA (determined solely as of the date of granting such Lien but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of granting such Lien) securing Debt at any time outstanding under Section 5.1(j), and (ii) deposits and pledges of cash of any one or more Restricted Subsidiaries securing letters of credit permitted under Section 5.1(f) and that do not encumber any assets or properties of any Credit Party;

(m) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases or consignments of personal property entered into the Ordinary Course of Business;

(n) any Lien arising under conditional sale, title retention, consignment or similar arrangements for the sale of goods in the Ordinary Course of Business; *provided* that such Lien attaches only to the goods subject to such sale, title retention, consignment or similar arrangement;

(o) Liens solely on any cash earnest money deposits made by Borrowers or any of its Subsidiaries in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition, the Permitted Grid Acquisition or any other Investment expressly permitted under this Agreement, and Liens on cash in escrow accounts (but no other assets) securing Debt permitted to be incurred under Section 5.1(h)(ii);

(p) Liens granted in the Ordinary Course of Business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 5.1(l);

(q) Non-exclusive licenses of Intellectual Property in the Ordinary Course of Business;

(r) Liens (i) of a collection bank on items in the course of collection arising under Section 4-210 of the UCC, (ii) in favor of a banking or other financial institution arising in the ordinary course of business encumbering deposits or other funds maintained with such financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry (and not securing any Debt for borrowed money) and (iii) that are contractual rights of setoff or rights of pledge related to cash management services permitted under Section 5.1(i);

(s) non-consensual restrictions on the transfer or pledge of assets imposed by a Governmental Authority or comparable state or local legislation, regulations or ordinances or otherwise imposed by Law;

(t) Liens on equipment of any Credit Party located on the premises of any client or supplier in the Ordinary Course of Business;

(u) any encumbrance or restriction (including put and call arrangements) with respect to Equity Interests of any joint venture or similar arrangement pursuant to any joint venture or similar agreement, in each case only to the extent such encumbrances or restrictions do not secure Debt;

(v) Liens on property of (i) any Subsidiary that is not a Credit Party, which Lien secures Debt (and related obligations) of any Credit Party or Subsidiary permitted under Section 5.1, and (ii) any Credit Party, which Lien secures Debt (and related obligations) of any Credit Party permitted under Section 5.1;

(w) Liens securing Debt permitted to be incurred under (i) Section 5.1(d) and (ii) Section 5.1(t), in the case of this clause (ii), to the extent such Lien attaches only to the specific assets financed by such Debt, and which Lien may have a first-priority in respect of such assets; and

(x) Liens (other than Liens arising under ERISA or of the type described in clause (e) above for which an enforcement action is pending (unless such action is the subject of a Permitted Contest)) not otherwise permitted pursuant to this Section 5.2 which secure obligations permitted under this Agreement not exceeding in the aggregate outstanding on the date of granting any such Lien, the greater of \$10,000,000 and 8.50% of Consolidated EBITDA (determined solely as of the date of granting such Lien but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of granting such Lien).

For the avoidance of doubt, the exceptions listed in clauses (a) through (x) above are additive, and, to the extent that any Lien meets all applicable criteria to be permitted under more than one

of clauses (b) through (x) above at any time, such Lien may at such time be allocated to any such clause for which it satisfies all applicable criteria at such time; *provided*, that all Liens securing Obligations will at all times be deemed to have been incurred in reliance only upon Section 5.2(a).

Section 5.3 Asset Dispositions.

No Credit Party shall, nor shall it permit any Subsidiary or any member of the Social Condo Group to, directly or indirectly consummate any Asset Dispositions, except:

(a) dispositions of (x) Inventory in the Ordinary Course of Business or (y) Equipment that is obsolete, worn out, replaced, is no longer used or useful, unmerchantable, or unsaleable, in each case, in the Ordinary Course of Business;

(b) abandonment, lapse or other dispositions of Intellectual Property that is, in the reasonable good faith judgment of a Credit Party, either no longer economically practicable or commercially desirable to maintain or no longer material to the conduct of the business of the Credit Parties or any of their Restricted Subsidiaries;

(c) disposition of assets to the extent:

(i) no Event of Default has occurred and is continuing immediately prior or after giving effect thereto,

(ii) to a Person that is not a Credit Party, Subsidiary of a Credit Party or Affiliate of a Credit Party or Subsidiary of a Credit Party,

(iii) for at least 75% cash consideration,

(iv) for fair market value,

(v) the Net Cash Proceeds thereof are applied as required by Section 2.2(b)(iv) (to the extent applicable), and

(vi) the aggregate amount of all such dispositions does not to exceed:

(A) in any Fiscal Year, the greater of \$10,000,000 and 8.50% of Consolidated EBITDA (determined solely as of the date of disposition but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of disposition), plus

(B) an unlimited additional amount to the extent constituting an Asset Dispositions of (x) the Equity Interests in any one or more Credit Parties or Restricted Subsidiaries (except a Borrower), and/or (y) business units, lines of business or divisions of any one or more Credit Parties and Restricted Subsidiaries, so long as (1) in the reasonable judgment of the Board made in good faith, such business unit, line of business, division or Person, is any one or more of the following: (i) unprofitable, (ii) no longer

economically practicable, (iii) no longer commercially desirable to maintain or (iv) non-strategic, and (2) immediately after giving effect to such disposition, on a Pro Forma Basis, Total Net Leverage Ratio shall not be in excess of the lesser of (i) then-applicable financial covenant level set forth in Section 6.1 as of the most recently ended Test Period and (ii) the actual Total Net Leverage Ratio as of the most recently ended Test Period;

(d) dispositions of cash or Cash Equivalents in the Ordinary Course of Business;

(e) any disposition or transfer of property or assets by (i) any Credit Party to a Credit Party, or (ii) any Subsidiary that is not a Credit Party to any Credit Party or any other Subsidiary that is not a Credit Party;

(f) sales, transfers and other dispositions of accounts receivable (or notes accepted to evidence same) in connection with the compromise, settlement or collection thereof in the Ordinary Course of Business;

(g) the lease, assignment, license or sub-license or sub-lease of any real or personal property (excluding Intellectual Property) in the Ordinary Course of Business to the extent the same does not materially interfere with the business of any Credit Party or any Subsidiary;

(h) the license or sublicense of Intellectual Property (which license or sublicense shall be non-exclusive) in the Ordinary Course of Business;

(i) any issuance of Equity Interests by any Credit Party or any Subsidiary to a Credit Party or Subsidiary if and to the extent the acquisition of such Equity Interests would constitute an Investment permitted under Section 5.8 and provided that no such issuance shall cause a Subsidiary that is (A) a Wholly-Owned Subsidiary of a Credit Party to cease to be wholly-owned by a Credit Party, or (B) majority-owned by a Credit Party to cease to be majority-owned by a Credit Party;

(j) any involuntary loss, damage or destruction of property;

(k) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(l) Asset Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property and (ii) the proceeds of such Asset Dispositions are reasonably promptly applied to the purchase price of such replacement property;

(m) Investments permitted under Section 5.8;

(n) consolidations, amalgamations, mergers and fundamental changes expressly permitted by Section 5.7;

- (o) the Permitted Town Square Disposition;
- (p) the Permitted Grid Disposition; and
- (q) disposition of Specified Artwork.

For the avoidance of doubt, the exceptions listed in clauses (a) through (q) above are additive.

Section 5.4 Restricted Distributions.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any Restricted Distribution; *provided* that the foregoing shall not restrict or prohibit any Subsidiary of any Credit Party from making dividends or distributions, directly or indirectly, to such Credit Party (except Holdings and Intermediate Holdings) and shall not restrict or prohibit dividends or distributions, directly or indirectly, to Holdings (for further distribution by Holdings, where applicable) or any of its Subsidiaries at such times and in such amounts as are necessary to permit:

(a) purchases or redemptions of shares of (or options, warrants or other rights to purchase shares of) Equity Interests in Holdings or Intermediate Holdings or options therefor from current or former employees, officers, directors or consultants of any Credit Party or any Subsidiary of a Credit Party (or their estate, family members, spouse and/or former spouse or other heirs or successors), so long as, (i) before and after giving effect to any such dividend or distribution for such purpose, no Event of Default shall have occurred and be continuing, (ii) such purchases or payments do not exceed the greater of (i) \$2,000,000 and (ii) 2.00% of Consolidated EBITDA (determined solely as of the date of the making of such Restricted Distribution but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date) in the aggregate in any Fiscal Year and (iii) no purchases or redemptions under this clause (a) shall be made in respect of any Equity Interests or options therefor of any Carona Permitted Holder or any Affiliate of a Carona Permitted Holder;

(b) payment of franchise fees or similar Taxes and fees required to maintain Holdings' and Intermediate Holdings' corporate existence payable by Holdings and Intermediate Holdings and payment of Holdings' and Intermediate Holdings' overhead (relating to the Credit Parties and their Subsidiaries) and its proportionate share of overhead and administrative expenses (including without limitation the payment of reasonable and customary fees to non-Affiliated directors and reasonable and customary directors' indemnities and insurance premiums and reasonable reimbursement of out-of-pocket expenses of such directors) payable by Holdings and Intermediate Holdings;

(c) for each taxable year (or portion thereof) that each Borrower is a corporation for U.S. federal income tax purposes and files a consolidated, combined, unitary or similar type of income Tax return with the other Borrowers, the Borrowers and any Subsidiaries of the Borrowers to make distributions to Holdings and Intermediate Holdings, and Holdings and Intermediate Holdings to make distributions to such direct or indirect parent, to permit Holdings, Intermediate Holdings or such direct or indirect parent to pay U.S. federal and state income Taxes then due and payable on behalf of such consolidated, combined or unitary group;

provided that the amount of such payments in any taxable year (or portion thereof) (i) does not exceed the lesser of: (A) the amount that Holdings and/or Intermediate Holdings would be required to pay in respect of U.S. federal and state income Taxes for such taxable year (or portion thereof) were the Borrowers and their Subsidiaries to file as part of a consolidated, combined or unitary group for income tax purposes with Associations as parent of the consolidated, combined or unitary group and (B) the actual Tax liability of Holdings and Intermediate Holdings or such direct or indirect parent of Holdings or Intermediate Holdings and (ii) in any case, does not exceed the sum of the amount that each such Borrower would be required to pay in respect of U.S. Federal and state income Taxes for such taxable year (or portion thereof) were each such Borrower and its Subsidiaries to file as part of a consolidated, combined or unitary group for income tax purposes with each such Borrower as parent of the consolidated, combined or unitary group; *provided further* that if Holdings, Intermediate Holdings or any direct or indirect parent of Holdings or Intermediate Holdings receives a refund from a Governmental Authority in respect of any amounts paid as distributions permitted under this Section 5.4(c), any subsequent distributions shall be reduced by the amount of such refund;

(d) any Credit Party or any Subsidiary to make cash payments in lieu of the issuance of fractional Equity Interests of Holdings or Intermediate Holdings in connection with any dividend, split or combination thereof, exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of Holdings or Intermediate Holdings in an amount not to exceed the greater of (i) \$1,000,000 and (ii) 1.00% of Consolidated EBITDA (determined solely as of the date of the making of such Restricted Distribution but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date) in the aggregate during any Fiscal Year;

(e) any Credit Party or any Subsidiary to repurchase Equity Interests of Holdings or any of its Subsidiaries deemed to occur upon the exercise of options, warrants or other rights to acquire Equity Interests of Holdings or any of its Subsidiaries solely to the extent that such Equity Interests (1) represent a portion of the exercise price of such options, warrants or such rights and (2) are not repurchased by such Credit Party by payment of cash;

(f) any Subsidiary of a Credit Party to make Restricted Distributions to a Credit Party (other than Holdings and Intermediate Holdings) and ratably to its other equity holders (if any) to the extent of such Person's Equity Interest in such Subsidiary;

(g) any Subsidiary of a Credit Party may make Restricted Distributions to Holdings or Intermediate Holdings so that Holdings or Intermediate Holdings may make any payments otherwise expressly permitted by this Section 5.4;

(h) Subsidiaries of Holdings that are not Credit Parties may make Restricted Distributions to Credit Parties and to other Subsidiaries of Holdings that are not Credit Parties;

(i) Holdings and its Subsidiaries may make dividends or other distributions payable solely in the Equity Interests (other than Disqualified Stock) of such Person;

(j) Holdings may purchase, redeem or otherwise acquire Equity Interests issued by it solely with the Net Cash Proceeds received from the substantially concurrent issue of new shares of its common Equity Interests;

(k) [reserved];

(l) payments made in respect of indemnification, working capital adjustments or other similar adjustments pursuant to or any Permitted Acquisition, the Permitted Grid Acquisition or permitted Investment by the Credit Parties to the extent deemed Restricted Distributions hereunder to the extent restricted and otherwise permitted to be incurred or paid pursuant to the terms hereof;

(m) Restricted Distributions to fund payment of Deferred Payment Obligations, in each case, solely to the extent in compliance with the terms set forth in Section 5.1(h) and Section 5.6;

(n) any additional Restricted Distributions using the Available Amount so long as (i) no Default or Event of Default has occurred and is continuing at the time of any such Restricted Distribution or would result therefrom and (ii) after giving effect to such Restricted Distribution, the Total Net Leverage Ratio, calculated on a Pro Forma Basis, is less than 6.10 to 1.00;

(o) (i) Restricted Distributions in accordance with the terms and conditions of the Existing Equity Incentive Plans to recipients thereunder, in an aggregate amount for all such Restricted Distributions under this clause (o)(i) made after the Restatement Date not to exceed \$100,000,000, and (ii) Restricted Distributions in accordance with the terms and conditions of the Future Long-Term Incentive Plan to recipients thereunder, in an aggregate amount for all such Restricted Distributions under this clause (o)(ii) made after the Restatement Date not to exceed \$100,000,000; *provided*, that in each case of clauses (i) and (ii), the following conditions are satisfied with respect to each such Restricted Distribution:

(A) before and after giving effect to any such Restricted Distribution, no Default or Event of Default shall have occurred and be continuing;

(B) on a Pro Forma Basis after giving effect to such Restricted Distribution, any Debt and Liens assumed or incurred in connection therewith and any other substantially contemporaneous transactions undertaken in connection therewith (including the use of Qualified Cash in connection therewith, if applicable), the Total Net Leverage Ratio shall not exceed the then-applicable financial covenant level set forth in Section 6.1; and

(C) solely with respect to a Restricted Distribution in connection with a Future Long-Term Incentive Plan, Administrative Agent shall have received a certificate of a Responsible Officer certifying to the satisfaction of the applicable conditions set forth in this Section 5.4(o) (with supporting calculations in respect of clause (B) above);

(p) so long as no Specified Default exists and is continuing or would be caused thereby, Restricted Distributions to Carona Permitted Holders in an aggregate amount not to exceed (i) if Consolidated EBITDA for the most recently ended Test Period is less than \$60,000,000 million, \$2,500,000 in any calendar year, and (ii) if Consolidated EBITDA for the most recently ended Test Period is \$60,000,000 or greater, an amount equal to 5.0% of Consolidated EBITDA in such period; provided that, beginning with the calendar year ending on December 31, 2024, Restricted Distributions pursuant to this clause (p) shall not exceed \$20,000,000 in any calendar year.

For the avoidance of doubt, the exceptions listed in clauses (a) through (s) above are additive.

Section 5.5 Restrictive Agreements and Negative Pledges.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly (a) enter into or assume any agreement (other than the Credit Documents) prohibiting the creation or assumption of any Lien upon its properties or assets, whether now owned or hereafter acquired or (b) create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind (except as provided by the Credit Documents) on the ability of any Subsidiary to: (i) pay or make Restricted Distributions to any Credit Party or any Subsidiary; (ii) pay any Debt owed to any Credit Party or any Subsidiary; (iii) make loans or advances to any Credit Party or any Subsidiary; or (iv) transfer any of its property or assets to any Credit Party or any Subsidiary; *provided* that the foregoing shall not apply to (1) restrictions or conditions imposed by Law, or by this Agreement or any other Credit Document, or pursuant to any contractual obligation in existence on the Restatement Date to the extent not created in contemplation of the Restatement Date or the transactions contemplated by the Credit Documents and that do not, in the aggregate, have a material effect on the ability of the Credit Parties and their Subsidiaries to effect transactions of the types described in clauses (i)-(iv) of this sentence above, (2) restrictions or conditions imposed by any agreement relating to secured Debt permitted by this Agreement if such restrictions and conditions apply only to the property or assets securing such Debt, (3) customary provisions in leases, subleases, licenses, asset sale agreements and other contracts restricting the grant of a security interest therein or the assignment thereof or the assets governed thereby, (4) any agreement in effect at the time any Person becomes a Subsidiary, or any agreement assumed in connection with the acquisition of assets from any Person so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary or the acquisition of assets from such Person; (5)(x) any agreement in connection with an Asset Disposition permitted by Section 5.3 pending consummation of such Asset Disposition solely to the extent it relates only to property being sold in such Asset Disposition and (y) customary provisions limiting the disposition or distribution of assets or property in asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements in the Ordinary Course of Business (including agreements entered into in connection with any Investment permitted under Section 5.8), which limitation is applicable only to the assets that are the subject of such agreements pending a sale or merger, (6) restrictions arising in connection with cash, Cash Equivalents or other deposits permitted under Sections 5.2 and 5.8 and limited to such cash, Cash Equivalents or deposit, (7) customary provisions in agreements with clearing houses, cash management providers or other similar agreements entered into in the Ordinary Course of Business, (8) customary provisions in joint venture agreements or similar agreements applicable

only to joint ventures, (9) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest, (10) other immaterial provisions, (11) provisions entered into by Immaterial Subsidiaries applicable only to Immaterial Subsidiaries and (12) other customary restrictions or conditions approved by Administrative Agent.

Section 5.6 *Payments and Modifications of Junior Debt.*

(a) No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly declare, pay, make or set aside any amount for payment in respect of any Junior Debt except:

(i) if (A) no Default or Event of Default exists and is continuing at the time of such payment or would result therefrom, and (B) Liquidity is \$25,000,000 or greater, the Credit Parties and their Subsidiaries may make payments of principal in respect of Permitted Seller Debt;

(ii) if no Default or Event of Default exists and is continuing at the time of such payment or would result therefrom, payment of regularly scheduled interest payments as and when due in respect of any Permitted Seller Debt to the extent permitted by the terms of any applicable subordination agreement or the subordination terms applicable thereto;

(iii) in an amount not to exceed the Available Amount so long as (x) no Default or Event of Default shall have occurred and be continuing at the time of such payment or would result therefrom, and (y) after giving effect to such payment, the Total Net Leverage Ratio, calculated on a Pro Forma Basis, is less than 6.60 to 1.00;

(iv) payments in respect of Permitted Seller Debt and other Junior Debt to the extent (A) that no Event of Default exists and is continuing at the time of such payment or would result therefrom, (B) written notice of such payment is provided by a Responsible Officer to Administrative Agent no less than two (2) Business Days prior to such payment, and (C) such payment is made with the proceeds of a substantially concurrent capital contribution or the proceeds of a substantially concurrent issuance of Equity Interests (except Disqualified Stock) (or any combination thereof) to any Credit Party or any Restricted Subsidiary; and

(v) in amounts used to prepay the Holdco Notes pursuant to the second proviso of Section 2.2(e).

For the avoidance of doubt, the exceptions listed in clauses (a)(i) through (a)(iv) above are additive.

(b) No Credit Party shall, nor shall it permit any Restricted Subsidiary to, directly or indirectly amend or otherwise modify the terms of any Junior Debt (unless such amendment or modification is permitted under a subordination agreement to which Administrative Agent is party) if the effect of such amendment or modification is to (i) increase the interest rate or fees on, or materially change the manner or timing of any payment in respect of such Junior Debt, (ii) accelerate or shorten the dates upon which payments of principal or interest are due on, or the principal amount of, such Junior Debt, (iii) change in a manner

materially adverse to any Credit Party, any Restricted Subsidiary, Administrative Agent or Lenders any event of default or any prepayment provision or add or make materially more restrictive any covenant or any prepayment provision with respect to such Junior Debt, (iv) change the subordination provisions thereof (or the subordination terms of any guaranty thereof), or (v) change or amend any other term if such change or amendment would materially increase the obligations of the obligor or confer additional material rights on the holder of such Junior Debt in a manner materially adverse to the Credit Parties and the Restricted Subsidiaries (taken as a whole).

Section 5.7 Consolidations, Amalgamations, Mergers and Fundamental Changes.

No Credit Party shall, nor shall it permit any Restricted Subsidiary to, directly or indirectly (a) consolidate, amalgamate or merge with or into any other Person other than, so long as no Event of Default has occurred or is continuing or would result therefrom: (i) consolidations, amalgamations or mergers consummated to effect the consummation of a Permitted Acquisition and/or the Permitted Grid Acquisition, (ii) consolidations, amalgamations or mergers of any Restricted Subsidiary of Holdings (other than Intermediate Holdings) with and into, or to, any Credit Party (with such Credit Party as the surviving entity of such consolidation, amalgamation or merger) or with and into any other Restricted Subsidiary of any Credit Party (*provided* that (x) if either party to any such consolidation, amalgamation or merger is a Credit Party, the surviving entity of such amalgamation or merger shall be a Credit Party, (y) if either party to any such consolidation, amalgamation or merger is a Borrower, the surviving entity of such amalgamation or merger or asset sale shall be a Borrower, and (z) if either party to any such amalgamation or merger is a Wholly-Owned Subsidiary, the surviving entity of such amalgamation or merger shall be a Wholly-Owned Subsidiary) or (iii) solely among any Subsidiary that is not a Credit Party and any other Subsidiary that is not a Credit Party; or (b) (i) liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution) or (ii) with respect to Credit Parties only, change its legal form, other than with at least five (5) Business Days (or such lesser period acceptable to the Administrative Agent) prior written notice to Administrative Agent and so long as (x) all or substantially all of its assets are transferred to any Borrower or another Wholly-Owned Subsidiary of a Borrower and (y) if such Subsidiary is a Credit Party, all of its assets are transferred to any Borrower or another Subsidiary of a Borrower that is a Credit Party. Notwithstanding the foregoing, nothing herein shall prevent any Credit Party or any Restricted Subsidiary of a Credit Party to dissolve or liquidate any Immaterial Subsidiary.

Section 5.8 Purchase of Assets, Investments.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly make or own any Investment in any Person, except:

- (a) If no Default or Event of Default shall have occurred and be continuing, (i) Investments in any Subsidiaries that are not a Credit Parties in an aggregate amount not to exceed the greater of (A) \$7,500,000 and (B) 6.50% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) in any Fiscal Year,

and (ii) Investments in Unrestricted Subsidiaries in an aggregate amount not to exceed the greater of (A) \$5,000,000 and (B) 4.25% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) in any Fiscal Year; *provided*, that, for the avoidance of doubt, Investments made prior to the Restatement Date shall not reduce the amounts available to be invested after the Restatement Date under this clause (a); *provided, further*, that payments made in respect of the license for the Specified Town Square Software as in effect on the Restatement Date, or otherwise on terms and conditions no less favorable to the Credit Parties and their Subsidiaries, taken as a whole, than the terms and conditions of such license as in effect on the Restatement Date, shall not reduce the amounts available to be invested under clause (a)(ii);

(b) Investments existing on the Restatement Date (including Investments in the Credit Parties and their Subsidiaries as of the Restatement Date) and, to the extent that the aggregate amount of all such Investments exceeds \$5,000,000, set forth on Schedule 5.8 and any extensions or renewals thereof so long as the aggregate amount of all such Investments and commitments to make Investments which are outstanding in reliance on this clause (b) is not increased at any time above the sum equal to the aggregate amount thereof (including unfunded commitments) on the Restatement Date;

(c) Investments in cash and Cash Equivalents;

(d) (i) Investments by any Person in Credit Parties (other than Holdings and Intermediate Holdings), including Investments constituting contributions to capital or the purchase of Equity Interests of any Credit Party (other than Holdings and Intermediate Holdings) existing as of the Restatement Date or otherwise formed or organized in compliance with the terms of this Agreement so long as the Credit Parties have complied with the provisions of Section 4.12 to the extent applicable, and (ii) Investments by Subsidiaries that are not Credit Parties in other Subsidiaries that are not Credit Parties;

(e) Deposit Accounts established in accordance with Section 4.14 and Investments in negotiable instruments deposited or to be deposited for collection in the Ordinary Course of Business;

(f) Investments in securities of Account Debtors received pursuant to any settlement, restructuring, plan of reorganization or similar arrangement in connection with a foreclosure, bankruptcy workout or otherwise with respect to such Account Debtors, or upon the foreclosure or enforcement of any Lien on such securities arising in the Ordinary Course of Business in favor of a Credit Party or its Subsidiaries;

(g) Investments in the form of Swap Contracts permitted under Section 5.1(a) and 5.1(d);

(h) (i) loans or advances to officers, directors, consultants and employees not constituting Carona Permitted Holders in the Ordinary Course of Business (x) to facilitate their purchase of Equity Interests of Holdings or any Restricted Subsidiary of Holdings so long as the aggregate principal amount thereof shall not exceed the greater of (A) \$5,000,000 and (B) 4.00%

of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) at any time outstanding and (y) for other purposes in an aggregate principal amount not to exceed the greater of (A) \$5,000,000 and (B) 4.00% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) at any time outstanding and (ii) loans and advances to the Carona Permitted Holders in an aggregate principal amount not to exceed the greater of (A) \$5,000,000 and (B) 4.00% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) at any time outstanding;

(i) Investments of any Person existing at the time such Person becomes a Subsidiary or consolidates, amalgamates or merges with Borrowers or any of their Subsidiaries (including in connection with a Permitted Acquisition or the Permitted Grid Acquisition) so long as such Investments were not made in contemplation of such Person becoming a Subsidiary or of such consolidation or merger and each such Investments are without recourse to any other Credit Party (unless such recourse would be otherwise permitted hereunder);

(j) intercompany loans and Guarantees permitted by Section 5.1;

(k) Guarantees by any Credit Party or any Subsidiary permitted by Section 5.1; *provided* that any such Guarantee shall be subordinated to the Obligations to the same extent and on the same terms and conditions as the Debt guaranteed has been subordinated to the Obligations;

(l) deposits required to be made in the Ordinary Course of Business made to a landlord in the Ordinary Course of Business to secure or support obligations of any Credit Party or any Subsidiary under a lease of real property;

(m) accounts receivable created, acquired or made and trade credit extended and deposits made in connection with the purchase price of goods or services in the Ordinary Course of Business and payable in accordance with customary trade terms;

(n) Guarantees in the Ordinary Course of Business of obligations owed to landlords, suppliers, customers and licensees of any Credit Party;

(o) any Investment constituting a Permitted Acquisition or the Permitted Grid Acquisition;

(p) payroll, commissions, travel and similar advances made to employees to cover matters that are expected at the time of such advances ultimately to be treated as expenses of any Borrower or any of their Subsidiaries for accounting purposes and that are made in the Ordinary Course of Business and do not exceed the greater of (i) \$2,000,000 and (ii) 2.00% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment) in the aggregate at any one time;

(q) Investments in the nature of pledges or deposits with respect to leases or utilities provided to third parties non-Affiliates of the Credit Parties in the Ordinary Course of Business;

(r) Investments received in connection with Asset Dispositions to the extent permitted under Section 5.3(l);

(s) Investments constituting deposits to the extent permitted under Section 5.3(e)(i) and 5.2(i);

(t) any transaction to the extent constituting an Investment otherwise permitted under Section 5.3;

(u) Investments, in an amount not exceeding the Available Amount; *provided* that at the time of any such Investment, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) after giving effect to such Investment, the Total Net Leverage Ratio, calculated on a Pro Forma Basis, is less than 7.10 to 1.00; and

(v) any other Investments in an aggregate amount not to exceed, at any time outstanding, the greater of \$10,000,000 and 8.50% of Consolidated EBITDA (determined solely as of the date of such Investment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such Investment).

For the avoidance of doubt, the exceptions listed in clauses (a) through (v) above are additive, and, to the extent that any Investment meets all applicable criteria to be permitted under more than one of clauses (a) through (v) above at any time, such Investment may at such time be allocated to any such clause for which it satisfies all applicable criteria at such time. Notwithstanding anything set forth herein to the contrary, the aggregate amount of all Investments in Unrestricted Subsidiaries made after the Restatement Date (excluding amounts Invested in connection with the Permitted Grid Acquisition) shall not exceed \$30,000,000.

Section 5.9 Transactions with Affiliates.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of any Credit Party, except:

(a) transactions that are disclosed on Schedule 5.9 and contain terms that are no less favorable to such Credit Party or any Subsidiary, as the case may be, than those which might reasonably be obtained from a third party not an Affiliate of any Credit Party in a comparable transaction at such time (unless otherwise disclosed and described in reasonable detail on such Schedule 5.9); *provided*, that any transaction or series of related transactions which could not reasonably be expected to result in aggregate payments of greater than \$1,000,000 (which shall be deemed to include any guarantees or similar credit support in respect of obligations of such amount) shall not be required to be disclosed on Schedule 5.9 (but shall be subject to the other terms of this clause (a));

- (b) for Restricted Distributions permitted by Section 5.4;
- (c) for reasonable salaries and other reasonable employee compensation, separation, severance and indemnification to officers of Holdings and its Subsidiaries and transactions pursuant to stock option plans and employee benefit plans and arrangements, in each case, entered into in the Ordinary Course of Business; *provided*, that, notwithstanding anything to the contrary, salary and bonuses payable to John J. Carona shall not exceed the greater of (i) \$2,000,000 and (ii) 2.00% of Consolidated EBITDA (determined solely as of the date of such payment but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such payment) in any Fiscal Year (in addition to any Restricted Distributions permitted to Carona Permitted Holders under Section 5.4);
- (d) for transactions among the Credit Parties that are otherwise permitted or not prohibited by the Credit Documents;
- (e) for usual and customary indemnifications paid to outside board of directors or members, as applicable, of Holdings and Intermediate Holdings (such board of directors of Holdings or Intermediate Holdings, the “**Board**”) and its Subsidiaries;
- (f) Investments permitted by Section 5.8 and other transactions, actions and events expressly permitted by Sections 5.1, 5.2, 5.3, 5.7, and 5.15;
- (g) any issuance or sale that is otherwise permitted hereunder by Holdings after the Restatement Date of any Equity Interests of Holdings, including to Affiliates, directors, officers or employees of Holdings or any of its Subsidiaries;
- (h) payment of customary fees and reasonable out of pocket costs to, and customary indemnities provided on behalf of, directors, officers, employees and consultants of Holdings, the Borrowers and any Credit Parties or any direct or indirect parent of the Borrowers, in each case, incurred in the Ordinary Course of Business and to the extent attributable to the ownership or operation of the Borrower and the Credit Parties;
- (i) for transactions which contain terms that are no less favorable to such Credit Party or any Subsidiary, as the case may be, than those which might reasonably be obtained from a third party not an Affiliate of any Credit Party in a comparable transaction at such time; provided that Administrative Agent shall have received no less than five (5) days prior written notice with respect to any transaction or series of related transactions involving amounts in excess of the greater of (i) \$1,000,000 and (ii) 1.00% of Consolidated EBITDA (determined solely as of the date of such transaction but based on Consolidated EBITDA as of the last day of the most recently ended Test Period prior to such date of such transaction) in the aggregate;
- (j) a Permitted Aircraft Lease; and
- (k) the Permitted Equity Incentive Plans, and, to the extent permitted under Section 5.4, payments made in accordance with the terms and conditions of each thereof.

Section 5.10 Modification of Organizational Documents, Legal Name, Jurisdiction of Formation and Form of Organization, Chief Executive Office, Registered Office, Principal Place of Business, and Permitted Equity Incentive Plans.

(a) No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, amend, terminate, supplement, restate or otherwise modify or otherwise waive any provisions of (or permit the amendment, termination, supplementation, restatement, modification or waiver of) including, without limitation, waivers of material rights or remedies thereunder, any Organizational Documents of such Person, except for such amendments or other modifications required by Law or which are not materially adverse to the interests of Administrative Agent and the Lenders, in their capacities as such.

(b) No Credit Party shall, without providing fifteen (15) Business Days' prior written notice to Administrative Agent (or any other period as Administrative Agent may agree in its sole discretion), change its name, jurisdiction of formation, form of organization, chief executive office or principal place of business.

(c) No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, amend, terminate, supplement, restate or otherwise modify or otherwise waive any provisions of (or permit the amendment, termination, supplementation, restatement, modification or waiver of) any provision of a Permitted Equity Incentive Plan, except for such amendments or other modifications which are not materially adverse to the interests of Administrative Agent and the Lenders, in their capacities as such (it being agreed that (i) the addition of new participants in such plans from time to time and (ii) the issuance of grants in accordance with the terms thereof, in each case, is not adverse to the Administrative Agent and the Lenders).

Section 5.11 [Reserved].

Section 5.12 Fiscal Year; Accounting Changes.

No Credit Party shall, nor shall it permit any Restricted Subsidiary to, (a) change its Fiscal Year end (except, in the case of a new Subsidiary acquired pursuant to a Permitted Acquisition, to conform to the Fiscal Year of Holdings); *provided* that Holdings may, upon notice to Administrative Agent, change its fiscal year end to June 30, in which case, the Borrowers and Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year and the Borrowers agree to cooperate in good faith to make such adjustments to this Agreement; provided, that the Credit Parties shall not be required to deliver audited financial statements of Holdings and Subsidiaries more than once in any twelve (12) consecutive month period or (b) make any change in its accounting treatment and reporting practices except (i) as required or permitted by GAAP or (ii) to the extent consented to by Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 5.13 Conduct of Business.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, engage in any line of business other than those businesses engaged in on the Restatement Date and described on Schedule 5.13 and businesses reasonably related, incidental, complementary, supplemental or ancillary thereto (including any lines of business reasonably related to the goods or services provided by any third party to the Credit Parties or their Subsidiaries). For the avoidance of doubt, the management of hotels and the maintenance and servicing of HVAC and other similar equipment shall be considered complementary lines of business to those described on Schedule 5.13.

Section 5.14 Limitation on Partner Bank Deposits.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, permit the aggregate amount of Partner Bank Deposits with Banks constituting Carona Affiliated Banks to exceed three percent (3.0%) of the aggregate amount of all Partner Bank Deposits as of the last day of any Fiscal Quarter.

Section 5.15 Limitation on Sale and Leaseback Transactions.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, enter into any arrangement with any Person whereby in a substantially contemporaneous transaction any Borrower or any of its Subsidiaries sells or transfers all or substantially all of its right, title and interest in an asset and, in connection therewith, acquires or leases back the right to use such asset except to the extent permitted as an Asset Disposition pursuant to Section 5.3.

Section 5.16 Compliance with Anti-Terrorism Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

(a) No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, knowingly enter into any material agreements of any nature with any Person that is the target of Sanctions. Administrative Borrower shall promptly notify Administrative Agent if any Borrower or any additional Credit Party or if, to the knowledge of any Credit Party, any of their respective Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, is or becomes a Blocked Person or (i) is convicted on, (ii) pleads nolo contendere to, (iii) is indicted on or (iv) is arraigned and held over on charges involving any Sanctions, Anti-Terrorism Laws, Anti-Money Laundering Laws or Anti-Corruption Laws. Borrowers will not, and will not permit any Subsidiary to, directly or, knowingly, indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person in violation of applicable Laws, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person in violation of applicable Laws, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Laws or Anti-Money Laundering Laws, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Laws or Anti-Money Laundering Laws. Borrowers shall

also promptly notify Administrative Agent if any of the representations set forth in Section 3.12(b) or (c) cease to be true and accurate regarding any Credit Party or any of its Subsidiaries. Each Credit Party understands and agrees that if at any time it is discovered that any of the representations in Section 3.12(b) or (c) are incorrect, or if otherwise required by applicable Laws or regulation related to Anti-Terrorism Laws or Anti-Money Laundering Laws, Administrative Agent or the Lenders may undertake appropriate actions to ensure compliance with applicable Laws or regulations.

(b) Holdings and each of the Borrowers shall ensure that each Credit Party has implemented or, shall implement within a reasonable amount of time, and maintain in effect policies and procedures reasonably designed to ensure compliance by such Credit Party and its directors, officers, employees and agents with Anti-Terrorism Laws, Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions.

Section 5.17 Governmental Regulations; Investment Company Act.

No Credit Party shall, nor shall it permit any Subsidiary to, directly or indirectly, engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act, by virtue of being an “investment company” or a company “controlled” by an “investment company” not entitled to an exemption within the meaning of the Investment Company Act.

Section 5.18 Swap Contracts.

Each Credit Party will not, and will not permit any of its Subsidiaries to, enter into any Swap Contracts, except (a) [reserved], (b) Swap Contracts entered into to hedge or mitigate risks to which such Credit Party or such Restricted Subsidiary has actual exposure (other than those in respect of Equity Interests) and (c) Swap Contracts entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of such Credit Party or such Restricted Subsidiary.

Section 5.19 Limitation on Holdings and Intermediate Holdings.

(a) Holdings shall not, directly or indirectly:

(i) incur, permit to exist or otherwise be liable for any Debt, other than pursuant to the Credit Documents, amendments or modifications thereof to the extent permitted hereby, Guarantees of any lease agreements or other contracts entered into by any Credit Party or Subsidiary in the Ordinary Course of Business, the Guaranty contemplated hereunder and under the other Credit Documents, and Guarantees of any purchase, sale, lease or exchange of any property or the rendering of any service, between itself and any other Person,

(ii) engage in any business or conduct any activity (including the making of any Investment or payment other than payments permitted hereunder with respect to its own equity interests or the ownership of Equity Interests of Intermediate Holdings and Borrowers)

or transfer any of its assets, other than Investments in Intermediate Holdings, Borrowers and the other Credit Parties and the performance of ministerial or administrative activities and payment of taxes and administrative fees necessary for the maintenance of its existence,

(iii) consolidate or merge with or into any other Person; *provided*, so long as no Default or Event of Default exists or would result therefrom, Holdings may consolidate or merge with any other Person so long as Holdings is the continuing or surviving Person, or

(iv) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by Holdings other than the Liens created under the Credit Documents to which it is a party and Permitted Liens;

(b) Notwithstanding anything to the contrary in paragraph (a) above, Holdings shall expressly be permitted to engage in the following:

(i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses related to such maintenance);

(ii) the performance of its obligations under the Credit Documents or any other Guarantees expressly permitted under Section 5.1 with respect to Debt and any Permitted Refinancing of any of the foregoing;

(iii) participating in Tax, accounting and other administrative matters as a member of the consolidated group of Holdings, Intermediate Holdings, the Borrowers, and the Subsidiaries, in each case, not otherwise prohibited hereunder;

(iv) the granting of (A) nonconsensual Liens and obligations arising by operation of law otherwise permitted under Section 5.2, (B) Liens to secure the Obligations and (C) Liens permitted pursuant to Sections 5.2(d), (f), (m) and (u);

(v) the receipt of and the making of Restricted Distributions permitted and to the extent required to effect such permitted Restricted Distribution permitted under Section 5.4;

(vi) establishing and maintaining bank accounts in the Ordinary Course of Business and in compliance with Section 4.14 and any other applicable provision hereof or in the other Credit Documents;

(vii) entering into employment agreements, stock option and stock ownership plans and other customary arrangements with officers, consultants, investment bankers, advisors, employees and directors and performing the activities contemplated thereby, in each case, in the Ordinary Course of Business;

(viii) the providing of customary indemnification to officers, consultants, managers and directors, in each case, in the Ordinary Course of Business; and

(ix) activities incidental to the business or activities described in the foregoing subclauses (i) through (viii).

(c) Notwithstanding anything to the contrary, Holdings shall not incur or permit to exist any Lien on any Equity Interests of Administrative Borrower or Intermediate Holdings, other than non-consensual Liens and those for the benefit of the Obligations, and Holdings shall not own any Equity Interests other than those of Intermediate Holdings.

(d) Intermediate Holdings shall not, directly or indirectly:

(i) incur, permit to exist or otherwise be liable for any Debt, other than pursuant to the Note Purchase Agreement as in effect on the Restatement Date, Credit Documents, amendments or modifications thereof to the extent permitted hereby, pursuant to the Guarantees of any lease agreements or other contracts entered into by any Credit Party or Subsidiary in the Ordinary Course of Business, the Guaranty contemplated hereunder and under the other Credit Documents, and Guarantees of any purchase, sale, lease or exchange of any property or the rendering of any service, between itself and any other Person,

(ii) engage in any business or conduct any activity (including the making of any Investment or payment other than payments permitted hereunder with respect to its own equity interests or the ownership of Equity Interests of Borrowers) or transfer any of its assets, other than Investments in Borrowers and the other Credit Parties and the performance of ministerial or administrative activities and payment of taxes and administrative fees necessary for the maintenance of its existence,

(iii) consolidate or merge with or into any other Person; *provided*, so long as no Default or Event of Default exists or would result therefrom, Intermediate Holdings may consolidate or merge with any other Person so long as Intermediate Holdings is the continuing or surviving Person, or

(iv) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by Intermediate Holdings other than the Liens created under the Credit Documents to which it is a party and Permitted Liens;

(e) Notwithstanding anything to the contrary in paragraph (d) above, Intermediate Holdings shall expressly be permitted to engage in the following:

(i) the maintenance of its legal existence (including the ability to incur fees, costs and expenses related to such maintenance);

(ii) the performance of its obligations under the Credit Documents or any other Guarantees expressly permitted under Section 5.1 with respect to Debt and any Permitted Refinancing of any of the foregoing;

(iii) participating in Tax, accounting and other administrative matters as a member of the consolidated group of Holdings, Intermediate Holdings, the Borrowers, and the Subsidiaries, in each case, not otherwise prohibited hereunder;

(iv) the granting of (A) nonconsensual Liens and obligations arising by operation of law otherwise permitted under Section 5.2, (B) Liens to secure the Obligations and (C) Liens permitted pursuant to Sections 5.2(d), (f), (m) and (u);

(v) the receipt of and the making of Restricted Distributions permitted and to the extent required to effect such permitted Restricted Distribution permitted under Section 5.4;

(vi) establishing and maintaining bank accounts in the Ordinary Course of Business and in compliance with Section 4.14 and any other applicable provision hereof or in the other Credit Documents;

(vii) entering into employment agreements, stock option and stock ownership plans and other customary arrangements with officers, consultants, investment bankers, advisors, employees and directors and performing the activities contemplated thereby, in each case, in the Ordinary Course of Business;

(viii) the providing of customary indemnification to officers, consultants, managers and directors, in each case, in the Ordinary Course of Business; and

(ix) activities incidental to the business or activities described in the foregoing subclauses (i) through (viii).

(f) Notwithstanding anything to the contrary, Intermediate Holdings shall not incur or permit to exist any Lien on any Equity Interests of Administrative Borrower, other than non-consensual Liens and those for the benefit of the Obligations, and Intermediate Holdings shall not own any Equity Interests other than those of Administrative Borrower.

ARTICLE 6 FINANCIAL COVENANTS

Borrowers agree that, so long as any Credit Exposure exists:

Section 6.1 Total Net Leverage Ratio.

Borrowers will not permit Total Net Leverage Ratio as of the last day of any Fiscal Quarter to exceed the ratio set forth below opposite such date:

Fiscal Quarter Ended Date	Maximum Total Net Leverage Ratio
---------------------------	----------------------------------

[March 31, 2024] ⁷ June 30, 2024 September 30, 2024	9.25 to 1.00
December 31, 2024 March 31, 2025 June 30, 2025 September 30, 2025	9.00 to 1.00
December 31, 2025 and each Fiscal Quarter ended thereafter	8.50 to 1.00

Section 6.2 Capital Expenditures.

Credit Parties will not permit the aggregate amount of Capital Expenditures for Credit Parties and their Subsidiaries for any Fiscal Year to exceed (a) the greater of (i) \$30,000,000 and (ii) 25.0% of Consolidated EBITDA (determined as of the last day of the such Fiscal Year) plus (b) an additional unlimited amount to the extent such Capital Expenditures are made with the proceeds of a substantially concurrent capital contribution or the proceeds of a substantially concurrent issuance of Equity Interests (except Disqualified Stock) (or any combination thereof) to any Credit Party or any Restricted Subsidiary. If Credit Parties and their Subsidiaries do not utilize the entire amount of Capital Expenditures permitted under clause (a) of this paragraph in any Fiscal Year, Credit Parties and their Subsidiaries may carry forward to the immediately succeeding Fiscal Year only, fifty percent (50%) of such unutilized amount (with Capital Expenditures made by Credit Parties and their Subsidiaries in such succeeding period applied last to such carried forward amount).

Section 6.3 Equity Cure Right.

For purposes of determining compliance with the financial covenant set forth in Section 6.1 (the “**Financial Covenant**”), any cash equity contribution to Holdings or receipt by Holdings of a cash contribution or proceeds of a permitted issuance of Equity Interests (in each case, except to the extent funded with proceeds of Disqualified Stock), in each case that is substantially concurrently contributed to the capital of one or more Borrowers and to the extent made during the applicable Financial Covenant Cure Period will, at the irrevocable election of Administrative Borrower, be included in the calculation of Consolidated EBITDA for such fiscal quarter solely for the purposes of determining compliance with the Financial Covenant at the end of such fiscal quarter and any subsequent period that includes such fiscal quarter (any such equity issuance or contribution so included in the calculation of Consolidated EBITDA, a “**Specified Equity Contribution**”); *provided that*:

(a) no Lender shall be required to make any extension of credit during any Financial Covenant Cure Period unless such Specified Equity Contribution has been received by

⁷ **NTD**: To be removed if the Company tests the Total Net Leverage Ratio for this period under the Original Credit Agreement prior to closing.

one or more Borrowers or compliance with the Financial Covenant for such period shall have been waived in writing in accordance with the terms of this Agreement,

(b) (i) Specified Equity Contributions may not be made in consecutive fiscal quarters, and (ii) there shall be no more than six (6) Specified Equity Contributions made in the aggregate after the Closing Date,

(c) the amount of any Specified Equity Contribution will be no greater than the amount required to cause Holdings and its Restricted Subsidiaries to be in compliance with the Financial Covenant, and

(d) all Specified Equity Contributions (x) will be disregarded for all other purposes (except for retroactively curing the applicable breach of the Financial Covenant), including the calculation of Consolidated EBITDA for the purpose of calculating basket levels, pricing and other items governed by reference to Consolidated EBITDA and (y) will be in readily available funds; *provided* that any amount of Funded Debt repaid with the proceeds of Specified Equity Contributions shall be deemed outstanding for purposes of determining compliance with the Financial Covenant for the fiscal quarter in which the non-compliance occurred.

Notwithstanding anything herein or in any Credit Document to the contrary, upon the Borrowers' receipt of such Specified Equity Contribution, the Financial Covenants shall be deemed to be satisfied and complied with as of the end of the relevant fiscal quarter with the same effect as though there had been no failure to comply with Financial Covenant for such quarter.

ARTICLE 7 CONDITIONS

Section 7.1 Conditions to the Restatement.⁸

The obligation of each Lender to consummate the Restatement, make or exchange loans for the Term Loan A on the Restatement Date and extend the Delayed Draw Term Commitments and increased Revolving Loan Commitments shall be subject only to the following conditions precedent, each to the satisfaction of, and as determined by, Administrative Agent and each of the Lenders:

(a) Credit Documents and Security Documents. Administrative Agent shall have received the following:

(i) a Notice of Borrowing (delivered at least one (1) Business Day prior to the Restatement Date);

⁸ NTD: Conditions subject to continuing review.

(ii) Holdings, Borrowers and the other Credit Parties, as applicable, shall have duly executed and delivered to Administrative Agent, unless otherwise noted, dated as of the Restatement Date:

(A) this Agreement, and

(B) promissory notes requested by any Lender at least two (2) Business Days prior to the Restatement Date, and

(iii) to the extent not previously delivered to Administrative Agent or with respect to Recently Acquired Entities, (A) original Equity Interests certificates or other certificates evidencing the certificated Equity Interests pledged pursuant to the Security Documents, together with an undated stock power for each such certificate duly executed in blank by the registered owner thereof and (B) each original promissory note pledged pursuant to the Security Documents together with an undated allonge for each such promissory note duly executed in blank by the holder thereof;

(iv) Favorable closing opinion letter of (i) Winstead PC, as counsel to the Credit Parties and (ii) local counsel to the Credit Parties for the States of California, Pennsylvania and Florida, in each case, acceptable to Administrative Agent in its reasonable discretion, addressed to Administrative Agent and each Lender, as to such matters as are reasonably required by Administrative Agent with respect to the Credit Parties and this Agreement, each of the Security Documents and the other Credit Documents;

(v) Receipt by Administrative Agent of a certificate, executed by the secretary or equivalent position of each Credit Party on behalf of each such Credit Party, certifying, among other things, (A) that attached to such certificate are true, correct and complete copies of (1) the resolutions then in full force and effect adopted by the board of directors (or comparable body) of such applicable Credit Party authorizing and ratifying the execution, delivery and performance by such applicable Credit Party of the Credit Documents to which it is a party and (2) a certificate of good standing for Holdings, each Borrower and each Credit Party organized in Virginia, California, Pennsylvania, Illinois, Texas or Florida from the secretary of state of the state under whose Laws such applicable Credit Party was incorporated, (B) the name(s) of the officers or, in the case of Administrative Borrower, the Responsible Officers authorized to execute Credit Documents and request borrowings thereunder on behalf of such applicable Credit Party, together with an incumbency sample of the true signatures of such officers, (C) that the Organizational Documents of the Credit Parties (including, Holdings and each Borrower) that were last delivered to the Administrative Agent on the Closing Date (or (x) in the case of any Credit Parties joined thereto after the Closing Date, on the date of such joinder and (y) in the case of Holdings and each Borrower, on the Second Incremental Closing Date (as defined in the Original Credit Agreement)) have not been amended or modified and that they remain in full force and effect, and (D) that Administrative Agent and Lenders may conclusively rely on such certificate; and

(vi) A certificate of a Responsible Officer of the Administrative Borrower, certifying that the conditions listed in the below clauses (j), (k), (m) and (n), together with

supporting calculations reasonably acceptable to Administrative Agent, have been satisfied as of the Restatement Date.

(b) Fees and Expenses. Administrative Agent and Lenders shall have received or concurrently will receive, payment in full of any and all fees and costs and expenses that are required to be paid pursuant to the terms hereunder on or prior to the Restatement Date (which amounts may, in the case of fees payable to Administrative Agent and Lenders, be offset or net funded against the proceeds of the Term Loan issued on the Restatement Date).

(c) Due Diligence Review. Administrative Agent and Lenders (and their counsel) shall have completed customary legal and business due diligence reviews of the Credit Parties, their Subsidiaries and Affiliates (including management background checks), with results satisfactory to them.

(d) Know Your Customer. Administrative Agent shall have received prior to the Restatement Date all documentation and other information about the Credit Parties that is reasonably requested by Administrative Agent prior to the Restatement Date as required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Anti-Money Laundering Laws.

(e) Financial Statements; Projections. Administrative Agent shall have received the financial deliverables required pursuant to Section 3.5.

(f) Solvency. Receipt by Administrative Agent of a solvency certificate substantially in the form of Exhibit G hereto.

(g) Insurance Certificate. To the extent not previously delivered to Administrative Agent and except for those items listed on Schedule 4.16 attached hereto, Administrative Agent shall have received, in each case in form and substance reasonably satisfactory to Administrative Agent, evidence of property, business interruption and liability insurance covering each Credit Party (*provided* that to the extent the appropriate endorsements naming Administrative Agent as lender’s loss payee on all policies for property hazard insurance and as additional insured on all policies for liability insurance cannot be delivered by the Restatement Date, they shall be required to be delivered to the extent required under Section 4.4), and if requested by Administrative Agent in writing, copies of such insurance policies.

(h) Lien Searches. Except for those items listed on Schedule 4.16 attached hereto, Administrative Agent shall have received the results of Lien searches (including a search as to judgments, bankruptcy and tax matters), in form and substance reasonably satisfactory thereto, made against Holdings and each Borrower under the UCC (or in the applicable judicial docket) as in effect in each jurisdiction in which filings or recordations under the UCC statutes should be made to evidence or perfect Liens in all assets of such Credit Party, indicating among other things that the assets of each such Credit Party are free and clear of any Lien (except for Permitted Liens and Liens to be terminated on the Restatement Date).

(i) Funds Flow. Administrative Agent shall have received a copy of a funds flow memorandum for the transactions in connection with the closing of the Credit Documents on the Restatement Date.

(j) Representations and Warranties. The representations and warranties set forth in Article 3 of this Agreement and in the other Credit Documents shall be true and correct in all material respects on and as of the Restatement Date (or, in the case of any representation or warranty that is, by its terms qualified by materiality, in all respects), except to the extent that any such representation or warranty relates to a specific earlier date in which case such representation or warranty shall be true and correct as of such earlier date.

(k) Pro Forma Total Net Leverage Ratio. On a Pro Forma Basis, upon giving effect to the incurrence of the Term Loan A, the Total Net Leverage Ratio shall not exceed [7.00 to 1.00]⁹, for the Test Period ending as of the date of the last financial statements delivered to Administrative Agent pursuant to Section 4.1(a) or (b) of the Original Credit Agreement;

(l) Usage of Revolving Loans and Delayed Draw Term Loans. The aggregate outstanding principal amount of Revolving Loans (and any outstanding usage of the Revolving Loan Commitment in connection with any Letter of Credit or Support Agreement) and Delayed Draw Term Loans on the Restatement Date, after giving effect to the Restatement, in each case, shall not exceed \$0.

(m) No Default or Event of Default. Immediately after giving effect to the transactions contemplated on the Restatement Date, no Default or Event of Default shall have occurred and be continuing.

(n) No Material Adverse Effect. There shall not have occurred a Material Adverse Effect under the Original Credit Agreement.

(o) Note Purchase Agreement. The Administrative Agent shall have received the duly executed and delivered Note Purchase Agreement, and the Holdco Notes to be funded on the Restatement Date shall have been funded in accordance with the terms therein.

Each Lender, by delivering its signature page to this Agreement, shall be deemed to have acknowledged receipt of, and consented to and approved, each Credit Document and each other document, agreement and/or instrument required to be approved by Administrative Agent, Required Lenders or Lenders, as applicable, on the Restatement Date.

Section 7.2 Conditions to Each Loan and Support Agreement.

The obligation of Lenders to make a Loan (except Revolving Loans made pursuant to Section 2.5(c) and conversions and continuations of Revolving Loan Borrowings that do not increase the outstanding amount of Revolving Loans) or of Administrative Agent to issue any Support Agreement or of any LC Issuer to issue any Lender Letter of Credit (including, without

⁹ NTD: Closing Leverage to be confirmed once Q1 '24 financials are received.

limitation, on the Restatement Date) is subject to the satisfaction of the following additional conditions:

(a) in the case of a Delayed Draw Term Borrowing or a Revolving Loan Borrowing, receipt by Administrative Agent of a Notice of Borrowing (or telephonic notice as permitted by Section 2.1(c)(ii)(B)) in accordance with Section 2.1(b) or Section 2.1(c)(ii), respectively, and, in the case of any Support Agreement, receipt by Administrative Agent of a Notice of LC Credit Event in accordance with Section 2.5(a);

(b) immediately before and after such borrowing or issuance, no Default or Event of Default shall have occurred and be continuing;

(c) the representations and warranties of each Credit Party contained in the Credit Documents shall be true, correct and complete in all material respects (or, in the case of any representation or warranty that is, by its terms qualified by materiality, in all respects) on and as of the date of such borrowing or issuance, except to the extent that any such representation or warranty relates to a specific earlier date in which case such representation or warranty shall be true and correct as of such earlier date; and

(d) such Loan, Support Agreement or Lender Letter of Credit shall not be requested during, or requested to be made or issued during, any Financial Covenant Cure Period.

Each borrowing that increases the outstanding amount of Loans, each giving of a Notice of LC Credit Event hereunder and each giving of a Notice of Borrowing that increases the outstanding amount of Loans hereunder shall be deemed to be (y) a representation and warranty by Borrowers on the date of such borrowing or notice as to the facts specified in Sections 7.2(b), 7.2(c) and 7.2(d), as applicable, and (z) a restatement by Borrowers that each and every one of the representations made by it in any of the Credit Documents is true, correct and complete in all material respects (or, in the case of any representation or warranty that is, by its terms qualified by materiality, in all respects) on and as of such date (except to the extent that such representations and warranties expressly relate solely to a specific earlier date, in which case such representation or warranty is true, correct and complete as of such earlier date).

ARTICLE 8 EVENTS OF DEFAULT

Section 8.1 *Events of Default.*

For purposes of the Credit Documents, the occurrence of any of the following conditions and/or events, whether voluntary or involuntary, by operation of Law or otherwise, shall constitute an “**Event of Default**”:

(a) any Borrower shall fail to pay (i) any principal under any Credit Document when due, (ii) any interest, premium or fee under any Credit Document within three (3) Business Days following the due date thereof or (iii) any other amount payable under any Credit Document within five (5) Business Days following the due date thereof;

(b) any Credit Party shall fail to observe or perform any covenant contained in Section 4.1(a) through (d), Section 4.3(a) (with respect to a Borrower's existence), Section 4.7, Section 4.12(b), Section 4.14, Section 4.17, Article 5, or Article 6 (it being agreed that (x) to the extent a Specified Equity Contribution in respect of a breach of Section 6.1 for any applicable period is not prohibited by clause (b) of the proviso in Section 6.3, no Event of Default shall exist as a result of a breach of the Financial Covenant for such period until the applicable Financial Covenant Cure Period has expired without a Specified Equity Contribution being made in accordance with all terms and conditions of Section 6.3 (at which such time, an Event of Default shall occur immediately) and (y) to the extent a Specified Equity Contribution in respect of a breach of Section 6.1 for any applicable period is prohibited by clause (b) of the proviso in Section 6.3, an Event of Default shall occur immediately upon breach of such Section 6.1);

(c) any Credit Party defaults in the performance of or compliance with any term contained in this Agreement or in any other Credit Document (other than occurrences described in other provisions of this Section 8.1 for which a different grace or cure period is specified or for which no grace or cure period is specified and thereby constitute immediate Events of Default) and such default is not remedied or waived within (i) five (5) Business Days after the earlier of (A) receipt by any Borrower of notice from Administrative Agent or Required Lenders of such default or (B) actual knowledge of any Borrower or any other Credit Party of such default if such breach relates to the terms and provisions of Section 4.3(a) (with respect to a non-Borrower's existence), Section 4.4(b) and Section 4.6 or (ii) thirty (30) days after the earlier of (A) receipt by any Borrower of notice from Administrative Agent or Required Lenders of such default or (B) actual knowledge of any Borrower or any other Credit Party of such default if such breach relates to the terms or provisions of any other Section of this Agreement or of any other Credit Document;

(d) any representation, warranty, certification or statement made by any Credit Party in any Credit Document or in any certificate, financial statement or other document delivered pursuant to any Credit Document is incorrect in any material respect (or if such representation, warranty, certification or statement is by its terms already qualified as to materiality, in any respects) when made (or deemed made);

(e) (1) failure of any Credit Party or any Subsidiary (that is not an Immaterial Subsidiary) to pay when due or within any applicable grace period any principal, interest or other amount on Debt (other than under the Credit Documents), or the occurrence of any breach, default, condition or event with respect to any Debt (other than under the Credit Documents), if the effect of such failure or occurrence is to cause or to permit the holder or holders of any such Debt to cause, Debt or other liabilities having an aggregate principal amount in excess of \$10,000,000 (Debt in excess of such amount, "**Material Debt**") to become or be declared due prior to its stated maturity; or (2) failure of any Credit Party or any Subsidiary (that is not an Immaterial Subsidiary) to pay when due or within any applicable grace period any principal, interest or other amount on Material Debt (other than the Loans), or the occurrence of any breach, default, condition or event with respect to any Material Debt (other than under the Credit Documents) upon the ultimate maturity thereof;

(f) any Credit Party or any Subsidiary (other than any Immaterial Subsidiary) shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other Debtor Relief Laws now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or formally admit in writing its inability or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(g) an involuntary case or other proceeding shall be commenced against any Credit Party or any Subsidiary (other than any Immaterial Subsidiary) seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other Debtor Relief Laws now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against any Credit Party or any Subsidiary (other than any Immaterial Subsidiary) or with respect to a material portion of the Collateral under any Debtor Relief Laws as now or hereafter in effect;

(h) other than as permitted by this Agreement, any act by, against, or relating to any Credit Party, or their respective property or assets, which act constitutes the determination, by any Credit Party, as applicable, to initiate a proceeding seeking liquidation; *provided* that in the case of such a proceeding instituted against such Credit Party, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days;

(i) (1) institution of any steps by any Person to terminate a Pension Plan if as a result of such termination any Credit Party or any other member of the Controlled Group would be required to make a contribution to such Pension Plan in excess of \$10,000,000, (2) a contribution failure occurs with respect to any Pension Plan that causes a Lien under Section 303(k) of ERISA on the assets of a Credit Party, or (3) there shall occur any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of such withdrawal (including any outstanding withdrawal liability) that any Credit Party is required to pay (or pay on behalf of a member of the Controlled Group) to such Multiemployer Pension Plans exceed \$10,000,000;

(j) one or more final judgments or orders for the payment of money (to the extent not paid or fully (subject to deductibles) covered by insurance and as to which the relevant insurance company has not denied coverage) aggregating in excess of \$10,000,000 shall be rendered against any or all Credit Parties or any or all of their Subsidiaries and either (a) enforcement proceedings shall have been commenced by any creditor upon any such judgments or orders or (b) there shall be any period of sixty (60) consecutive days during which such judgment has not been paid or a stay of enforcement of any such judgments or orders, by reason of a pending appeal, bond or otherwise, shall not be in effect;

(k) the occurrence of a Change of Control;

(l) except as contemplated hereby and by the Security Documents or resulting from the actions or omissions of Administrative Agent, any Lien on any material portion of the Collateral created by any of the Security Documents shall at any time fail to constitute a valid and perfected Lien on all of the Collateral purported to be secured thereby to the extent required by the Security Documents, subject to no prior or equal Lien except Permitted Liens, or any Credit Party shall so assert in writing, or any of the material Credit Documents shall for any reason fail to constitute the valid and binding agreement of any party thereto, or any such party shall so assert (except in accordance with the terms of such Credit Document);

(m) any material provision of the Credit Documents shall for any reason fail to constitute the valid and binding agreement of any Credit Party thereto, or any Credit Party or any of its Subsidiaries shall so assert in writing, in each case, unless such Credit Document terminates pursuant to the terms and conditions thereof without any breach or default thereunder by any Credit Party thereto, in each case except in accordance with the terms of such Credit Document;

(n) the Guaranty contained in Article 10 hereof or any other Guarantee of the Obligations by the Credit Parties set forth in any other Credit Document shall cease, for any reason, to be in full force and effect, or any Credit Party or any of its Subsidiaries shall so assert in writing (except in accordance with the terms of such Credit Document);

(o) other than as permitted by this Agreement, any order, judgment or decree is entered against any Credit Party decreeing the dissolution or split up of such Credit Party and such order remains undischarged or unstayed for a period in excess of sixty (60) days; or

(p) any subordination or intercreditor agreement relating to any Material Debt of any Credit Party, or any subordination provisions of any note or other document running to the benefit of Administrative Agent or Lenders in respect of Material Debt, becomes null and void.

Section 8.2 Acceleration and Suspension or Termination of Revolving Loan Commitment.

Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may, and shall if requested by Required Lenders, (i) by notice to Administrative Borrower suspend or terminate the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitments and the obligations of Administrative Agent and Lenders with respect to the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitments, in whole or in part (and, if in part, such reduction shall be pro rata among Lenders having a Revolving Loan Commitment Percentage and Lenders holding Delayed Draw Term Commitments) and/or (ii) by notice to Administrative Borrower declare the Obligations to be, and the Obligations shall thereupon become, immediately due and payable (including, without limitation, any Applicable Premium (if any)) without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Borrowers and the other Credit Parties and Borrowers and the other Credit Parties will pay the same; *provided* that in the case of any of the Events of Default specified in Section 8.1(f) or 8.1(g)

above, without any notice to Administrative Borrower or any other act by Administrative Agent or Lenders, the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitments and the obligations of Administrative Agent and Lenders with respect to the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitment shall thereupon terminate and all of the Obligations shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Borrowers and the other Credit Parties and Borrowers and the other Credit Parties will pay the same.

Section 8.3 Cash Collateral.

If (i) any Event of Default specified in Section 8.1(f) or 8.1(g) shall occur, (ii) the Obligations shall have otherwise been accelerated pursuant to Section 8.2 or (iii) the Revolving Loan Commitment and the obligations of Administrative Agent and Lenders with respect thereto shall have been terminated pursuant to Section 8.2, then without any request or the taking of any other action by Administrative Agent or Lenders, Borrowers shall immediately comply with the provisions of Section 2.5(e) with respect to the deposit of cash collateral to secure the existing Letter of Credit Liabilities and future payment of related fees.

Section 8.4 Setoff Rights.

During the continuance of any Event of Default, each Lender (other than a Defaulted Lender) is hereby authorized by each Credit Party at any time or from time to time, with reasonably prompt subsequent notice to Administrative Borrower (any prior or contemporaneous notice being hereby expressly waived) to set off and to appropriate and to apply any and all (A) balances held by such Lender or any of such Lender's Affiliates at any of its offices for the account of any Credit Party (regardless of whether such balances are then due to any Credit Party), and (B) other property at any time held or owing by such Lender to or for the credit or for the account of any Credit Party, against and on account of any of the Obligations; except that no Lender shall exercise any such right without the prior written consent of Administrative Agent. Any Lender exercising a right to set off shall purchase for cash (and the other Lenders shall sell) interests in each of such other Lender's Pro Rata Share of the Obligations as would be necessary to cause all Lenders to share the amount so set off with each other Lender in accordance with their respective Pro Rata Share of the Obligations. Each Credit Party agrees, to the fullest extent permitted by Law, that any Lender or any of such Lender's Affiliates may exercise its right to set off with respect to the Obligations as provided in this Section 8.4.

Section 8.5 Application of Proceeds.

(a) Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, Borrowers irrevocably waive the right to direct the application of any and all payments at any time or times thereafter received by Administrative Agent from or on behalf of Borrowers or any Guarantor of all or any part of the Obligations, and, as between Borrowers on the one hand and Administrative Agent and Lenders on the other, Administrative Agent shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations during such

continuance in accordance with Section 8.5(b) and (c) notwithstanding any previous application by Administrative Agent.

(b) Following the occurrence and during the continuance of an Event of Default, Administrative Agent shall apply any and all payments received by Administrative Agent in respect of the Obligations, and any and all proceeds of Collateral received by Administrative Agent as follows: first, to all fees, costs, indemnities, liabilities, obligations and expenses incurred by or owing to Administrative Agent with respect to this Agreement, the other Credit Documents, the Collateral or outstanding Letters of Credit (and the related Support Agreements); second, to all fees, costs, indemnities, liabilities, obligations and expenses incurred by or owing to any Lender with respect to this Agreement, the other Credit Documents, the Collateral or outstanding Letters of Credit (and the related Support Agreements); third, to accrued and unpaid interest on the Obligations (including any interest which but for the provisions of the Bankruptcy Code, would have accrued on such amounts) and the outstanding Letters of Credit (and the related Support Agreements); fourth, to the principal amount of the outstanding Obligations and the outstanding Letters of Credit (and the related Support Agreements); fifth to obligations owing to any Eligible Swap Counterparty in respect of any Swap Contracts permitted, but not required, by the terms of this Agreement; and sixth to any other indebtedness or obligations of Borrowers owing to Administrative Agent or any Lender under the Credit Documents.

(c) Any balance remaining after giving effect to the applications set forth in this Section 8.5 shall be delivered to Borrowers or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In carrying out any of the applications set forth in this Section 8.5, (i) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category and (ii) each of the Persons entitled to receive a payment or cash collateral in any particular category shall receive an amount equal to its pro rata share of amounts available to be applied pursuant thereto for such category.

ARTICLE 9 EXPENSES AND INDEMNITY

Section 9.1 Expenses.

Borrowers hereby agree to promptly pay (and in any event, within ten (10) Business Days) upon presentation of an invoice and summary statement:

(a) all reasonable and documented, out-of-pocket costs and expenses of Administrative Agent (including reasonable and documented legal fees of one outside counsel for Administrative Agent, and reasonably necessary local, special and regulatory counsel in applicable jurisdictions and reasonable and documented out-of-pocket expenses of Administrative Agent incurred in connection with due diligence, and travel, courier, reproduction, printing, publicity, communication and delivery expenses) in connection with the examination, review, due diligence investigation, documentation, negotiation, closing and syndication of the transactions contemplated by the Credit Documents, in connection with the performance by Administrative Agent of its rights and remedies under the Credit Documents

and in connection with the continued administration of the Credit Documents, including, without limitation, (x) any amendments, modifications, consents and waivers to and/or under any and all Credit Documents (regardless of whether such amendments, modifications, consents or waivers become effective), and (y) any periodic public record searches conducted by or at the request of Administrative Agent (including, without limitation, title investigations, UCC searches, fixture filing searches, judgment, pending Litigation and tax lien searches and searches of applicable corporate, limited liability, partnership and related records concerning the continued existence, organization and good standing of certain Persons);

(b) without limitation of the preceding clause (a), all reasonable and documented, out-of-pocket costs and expenses of Administrative Agent in connection with the creation, perfection and maintenance of Liens pursuant to the Credit Documents, including title investigations;

(c) without limitation of the preceding clause (a), all reasonable and documented, out-of-pocket costs and expenses of Administrative Agent (but limited to the reasonable and documented legal fees of one outside counsel for Administrative Agent, and reasonably necessary local, special and regulatory counsel in applicable jurisdictions) in connection with (x) protecting, storing, insuring, handling, maintaining or selling any Collateral to the extent permitted under the Credit Documents, (y) any Litigation, dispute, suit or proceeding relating to any Credit Document and (z) any workout (including all such costs and expenses incurred during any restructuring or negotiations in respect of the Obligations, the Credit Documents, or any actual or proposed waivers, forbearances, consents, amendments or other modifications thereto during the existence of an Event of Default), collection, bankruptcy, insolvency and other enforcement proceedings under any and all of the Credit Documents; and

(d) all reasonable and documented, out-of-pocket costs and expenses incurred by Lenders (but limited to one outside counsel for the Lenders (taken as a whole), absent an actual or perceived conflict of interest) in connection with any workout (including all such costs and expenses incurred during any restructuring or negotiations in respect of the Obligations, the Credit Documents, or any actual or proposed waivers, forbearances, consents, amendments or other modifications thereto during the existence of an Event of Default), collection, bankruptcy, insolvency and other enforcement proceedings under any and all of the Credit Documents.

Section 9.2 Indemnity.

Each Credit Party, jointly and severally, hereby agrees to indemnify, pay and hold harmless Administrative Agent, LC Issuer and the Lenders and the Related Parties of such Person (collectively called the “**Indemnitees**”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, reasonable and documented costs and expenses and disbursements of any kind or nature whatsoever (including the reasonable and documented fees and disbursements of counsel for such Indemnitee; *provided* that in the case of such fees, costs and expenses of counsel, Borrowers shall only be obligated to pay such fees, costs and expenses for one firm of counsel for all Indemnitees, taken as a whole, and, if reasonably necessary, a single firm of local counsel to the Indemnitees in each appropriate jurisdiction and special or regulatory counsel to the extent necessary or appropriate, in each case, incurred in

connection with the Credit Documents or related transactions) in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnitee shall be designated a party thereto and including any such proceeding initiated by or on behalf of a Credit Party, and the expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Administrative Agent or Lenders) asserting any right to payment for the transactions contemplated hereby, which may be imposed on, incurred by or asserted against such Indemnitee as a result of or in connection with the transactions contemplated hereby or by the other Credit Documents (including (i)(A) as result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from, any property now or previously owned, leased or operated by any Credit Party or any Subsidiary of any Hazardous Materials or any Hazardous Materials Contamination, (B) arising out of or relating to the offsite disposal of any Hazardous Materials generated or present on any such property or (C) arising out of or resulting from the environmental condition of any such property or the applicability to such property of any governmental requirements relating to Hazardous Materials, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any Credit Party or any Subsidiary) and (ii) proposed and actual extensions of credit under this Agreement; *provided* that the foregoing indemnity will not, as to any Indemnitees, apply to losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, gross negligence or bad faith of such Indemnitee or any of such Indemnitee's Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the funding obligations of such Indemnitee under the Credit Documents (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any proceeding not arising from any act or omission by any Credit Party or any of its Affiliates that is brought by an Indemnitee against any other Indemnitee (other than disputes involving claims against Administrative Agent in its capacity as such). This Section shall not apply with respect to Taxes other than Taxes that represent losses, claims or damages arising from any non-Tax claim.

To the extent that the undertaking set forth in the immediately preceding sentence may be unenforceable, each Credit Party shall contribute the maximum portion which it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all such indemnified liabilities incurred by the Indemnitees or any of them.

Each Indemnitee shall be obligated to promptly refund or return any and all amounts paid by any Credit Party pursuant to this Section 9.2 to such Indemnitee for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses, and disbursements to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. Each Credit Party shall not be liable for any settlement of any proceeding effected without the written consent of Administrative Borrower (which consent shall not be unreasonably withheld, delayed or conditioned), but if any proceeding is settled with Administrative Borrower's written consent, or if there is a final judgment against any Indemnitee in any such proceeding, each Credit Party agrees, jointly and severally, to indemnify and hold harmless each Indemnitee to the extent and in the manner set forth above. The Credit Parties shall not, without the prior written consent of the affected Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened

claim, litigation, investigation or proceeding against any Indemnatee in respect of which indemnity could have been sought hereunder by such Indemnatee unless (i) such settlement includes an unconditional release of such Indemnatee from all liability or claims that are the subject matter of such proceeding and (ii) such settlement does not include any statement as to any admission of fault or culpability.

ARTICLE 10 GUARANTY

Section 10.1 *The Guaranty.* Each Guarantor hereby guarantees to each Lender and Administrative Agent as hereinafter provided, as primary obligor and not as surety, the prompt payment and performance of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of this Agreement. Each Guarantor hereby further agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), such Guarantor will promptly pay the same in accordance with the terms of this Agreement, without any demand or notice whatsoever (except such notices as required pursuant to Article 8), and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal (collectively, the “**Guaranteed Obligations**”). Subject to Section 2.7, Section 10.6 and the last three paragraphs of this Section 10.1 below, the Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right which Administrative Agent or any Lender may have at Law or in equity against any Guarantor by virtue hereof, that upon the failure of any Guaranteed Obligations to be paid when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including (i) amounts that would become due but for the operation of any stay imposed under or pursuant to a Debtor Relief Law, including the automatic stay under Section 362(a) of the Bankruptcy Code and (ii) upon the commencement and during the pendency of any bankruptcy, insolvency or similar proceeding, interest regardless of whether such interest or a claim for post-filing or post-petition interest is allowed or allowable in such bankruptcy, insolvency or similar proceeding), the Guarantors will, upon demand pay, or cause to be paid, in cash, to Administrative Agent for the ratable benefit of Lenders, an amount equal to the sum of the unpaid principal amount of all Guaranteed Obligations then due as aforesaid, accrued and unpaid interest on such Guaranteed Obligations (including interest which, but for Borrowers’ becoming the subject of a case under the Bankruptcy Code, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against any Borrower for such interest in the related bankruptcy case) and all other Guaranteed Obligations then owed to Administrative Agent and Lenders as aforesaid.

Notwithstanding any provision to the contrary contained herein or in any other of the Credit Documents, the Guaranteed Obligations of each Guarantor under this Agreement and the other Credit Documents shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under any Debtor Relief Laws.

Notwithstanding any provision hereof or in any other Credit Document to the contrary, in the event that any Guarantor is not an “eligible contract participant” as such term is defined in Section 1(a)(18) of the Commodity Exchange Act at the time (a) any transaction is entered into under a Swap Contract or (b) such Guarantor becomes a Guarantor hereunder, the Obligations guaranteed by such Guarantor will not include (i) in the case of clause (a) above, such transaction, including any Obligations arising under any Swap Contract, and (ii) in the case of clause (b) above, any transactions, including any outstanding Obligations under any Swap Contracts as of the date such Guarantor becomes a Guarantor under the Credit Documents; *provided, however*, that at the time any Guarantor becomes an “eligible contract participant”, the Obligations guaranteed by such Guarantor will include any transaction entered into under any Swap Contract and any transactions, including any Obligations outstanding under any Swap Contract.

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its obligations under this Guaranty in respect of Swap Obligations. The obligations of each Qualified ECP Guarantor under this Section 10.1 shall remain in full force and effect until the Payment in Full Date. Each Qualified ECP Guarantor intends that this Section 10.1 constitutes, and this Section 10.1 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 10.2 *Obligations Unconditional.* The Guaranteed Obligations of each Guarantor under Section 10.1 are joint and several and absolute and unconditional, irrespective of the validity or enforceability of any of the Credit Documents, or any substitution, release, impairment or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 10.2 that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances, except to the extent such Guarantor is released in accordance with this Agreement. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution (except as provided in Section 10.6) against any Borrower or any other Guarantor for amounts paid under this Article 10 until all of the Obligations have been indefeasibly, finally and fully paid in cash in accordance with this Agreement (other than (a) unasserted contingent indemnification obligations, (b) unasserted expense reimbursement obligations, (c) Obligations with respect to any Letter of Credit to the extent such Letter of Credit has expired, been terminated, been backstopped with a reasonably acceptable letter of credit to the reasonable satisfaction of the LC Issuer thereof (and to the reasonable satisfaction of Administrative Agent solely to the extent Administrative Agent has provided a Support Agreement with respect to such backstopped Letter of Credit), cash collateralized or subject to any other arrangement reasonably satisfactory to the LC Issuer with respect to such outstanding Letter of Credit, and (d) Obligations under Swap Contracts that are not yet due and payable as to which other arrangements reasonably satisfactory to the relevant Eligible Swap Counterparty shall have been made). Without limiting the generality of the foregoing, it is agreed that, to the fullest

extent permitted by Law, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain joint and several and absolute and unconditional as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

(b) the maturity of any of the Obligations shall be accelerated in accordance with the Credit Documents, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Credit Documents or any other agreement or instrument referred to in the Credit Documents shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with (except to the extent such Guarantor is released in accordance with this Agreement);

(c) any Lien granted to, or in favor of, Administrative Agent or any Lender or Lenders as security for any of the Obligations shall fail to attach or be perfected or any attachment or perfection shall be released or lapse;

(d) any of the Obligations shall be determined to be void or voidable (including for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including any creditor of any Guarantor); or

(e) any other action or inaction shall occur that might constitute a surety defense, other than payment in full of the Obligations (other than (A) unasserted contingent indemnification obligations, (B) unasserted expense reimbursement obligations, (C) Obligations with respect to any Letter of Credit to the extent such Letter of Credit has expired, been terminated, been backstopped with a reasonably acceptable letter of credit to the reasonable satisfaction of the LC Issuer thereof (and to the reasonable satisfaction of Administrative Agent solely to the extent Administrative Agent has provided a Support Agreement with respect to such backstopped Letter of Credit), cash collateralized or subject to any other arrangement reasonably satisfactory to the LC Issuer with respect to such outstanding Letter of Credit, and (D) Obligations under Swap Contracts that are not yet due and payable as to which other arrangements reasonably satisfactory to the relevant Eligible Swap Counterparty shall have been made).

Section 10.3 *Reinstatement.* The Guaranteed Obligations of any Guarantor under this Article 10 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that in accordance with Section 9.2 of this Agreement it will indemnify Administrative Agent and each Lender on demand for all reasonable and documented, out of pocket costs and expenses (including fees and expenses of outside counsel) incurred by Administrative Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment

constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or Debtor Relief Laws, subject in each case to the limitations set forth in Section 9.2 of this Agreement.

Section 10.4 Waivers.

Each Guarantor hereby waives, to the fullest extent permitted by applicable Law, for the benefit of Administrative Agent and each Lender: (a) any right to require Administrative Agent or any Lender, as a condition of payment or performance by such Guarantor, to (i) proceed against any Borrower, any other guarantor (including any other Guarantor) of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from any Borrower, any such other guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of Administrative Agent or Lenders in favor of any Borrower or any other Person, or (iv) pursue any other remedy in the power of Administrative Agent or Lenders whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense (other than payment in full of the Obligations then due or release of such Guarantor in accordance with this Agreement) of any Borrower or any other Guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Borrower or any other Guarantor from any cause other than payment in full of the Guaranteed Obligations or release of such Guarantor in accordance with this Agreement; (c) any defense based upon any statute or rule of Law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or any Law, rule, regulation, or order of any jurisdiction affecting any term of the Guaranteed Obligations; (d) any defense based upon Administrative Agent's or any Lender's errors or omissions in the administration of the Guaranteed Obligations, except behavior which amounts to bad faith; (e) (i) any principles or provisions of Law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that Administrative Agent and Lenders protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default under any Credit Document, any Swap Contract or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, notices of any extension of credit to any Borrower and notices of any of the matters referred to in Section 10.2 and any right to consent to any thereof; (g) any defenses or benefits that may be derived from or afforded by applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof (except such limits of liability as provided in Section 10.1, defenses based on release of such Guarantor pursuant to this Agreement or otherwise with respect to payment in full of the Obligations in accordance with this Agreement); and (h) any right to require Administrative Agent or any Lender to investigate the financial condition or affairs of any Credit Party for the benefit of such Guarantor, to advise such Guarantor of any information or fact respecting, or any change in, the financial condition or affairs of any Credit Party that might become known to Administrative Agent or any Lender at

any time, whether or not such Person knows or believes or has reason to know or believe that any such information, fact or change is unknown to such Guarantor, or might (or does) materially increase the risk of such Guarantor as guarantor, or might (or would) affect the willingness of such Guarantor to continue as a guarantor of the Guaranteed Obligations; and (i) any effect of any election by Administrative Agent or any Lender under Bankruptcy Code § 1111(b)(2). Each Guarantor agrees that such Guarantor shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation to the extent permitted by Section 10.2.

Section 10.5 Remedies. Each Guarantor agrees that, to the fullest extent permitted by Law, as between such Guarantor, on the one hand, and Administrative Agent and Lenders, on the other hand, the Obligations may be declared to be forthwith due and payable as provided in Section 8.2 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 8.2) for purposes of Section 10.1 notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or the Obligations being deemed to have become automatically due and payable), the Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by each Guarantor for purposes of Section 10.1. Each Guarantor acknowledges and agrees that its Guaranteed Obligations hereunder are secured in accordance with the terms of the Security Documents and that Administrative Agent and Lenders may exercise their remedies thereunder in accordance with the terms thereof.

Section 10.6 Contribution by Guarantors. All Guarantors desire to allocate among themselves (collectively, the “**Contributing Guarantors**”), in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a “**Funding Guarantor**”) under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause the Funding Guarantor’s Aggregate Payments not to exceed the Funding Guarantor’s Fair Share, provided that each Contributing Guarantor shall not be required to make a contribution to the extent the contribution would cause the Contributing Guarantor’s Aggregate Payments to exceed its Fair Share as of such date. “**Fair Share**” means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Contributing Guarantor to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Contributing Guarantors multiplied against (b) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under this Guaranty in respect of the obligations Guaranteed. “**Fair Share Contribution Amount**” means, with respect to a Contributing Guarantor as of any date of determination, the amount of the Obligations multiplied by a fraction consisting of one divided by the number of Contributing Guarantors, provided that the maximum aggregate amount of the Fair Share Contribution Amount of a Contributing Guarantor shall not exceed an amount that would render its obligations hereunder or thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any other applicable law in any jurisdiction; *provided* that solely for purposes of calculating the “Fair Share Contribution

Amount” with respect to any Contributing Guarantor for purposes of this Section 10.6, any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor. “**Aggregate Payments**” means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (1) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of this Guaranty (including in respect of this Section 10.6), minus (2) the aggregate amount of all payments received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under this Section 10.6. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. If a Contributing Guarantor is insolvent or the debtor in a bankruptcy or equivalent proceeding at the time of a calculation, the Contributing Guarantor shall not be counted for purposes of determining the Fair Share Contribution Amount. The allocation among Contributing Guarantors of their obligations as set forth in this Section 10.6 shall not be construed in any way to limit the liability of any Contributing Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 10.6 and a right to receive any Fair Share Contribution Amount shall be deemed an asset of the Guarantor entitled to such amount.

Section 10.7 Guarantee of Payment; Continuing Guarantee. The guarantee in this Article 10 is an absolute and unconditional guaranty of payment and not of collection, is a continuing and irrevocable guarantee, and shall apply to all Obligations whenever arising.

Section 10.8 Subordination of Other Obligations. Any Debt of any Borrower or any Guarantor now or hereafter owing to any Guarantor (the “**Obligee Guarantor**”) is hereby subordinated in right of payment to the Guaranteed Obligations, and any such indebtedness collected or received by the Obligee Guarantor after an Event of Default has occurred and is continuing shall be held in trust for Administrative Agent for its benefit and the benefit of Lenders and shall forthwith be paid over to Administrative Agent for its benefit and the benefit of Lenders to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision hereof.

ARTICLE 11 ADMINISTRATIVE AGENT

Section 11.1 Appointment and Authorization.

Each Lender and each LC Issuer hereby irrevocably appoints and authorizes Administrative Agent to enter into each of the Credit Documents to which it is a party (other than this Agreement) on its behalf and to take such actions as Administrative Agent on its behalf and to exercise such powers under the Credit Documents as are delegated to Administrative Agent by the terms thereof, together with all such powers as are reasonably incidental thereto. Subject to the terms of Section 11.5 and to the terms of the other Credit Documents, Administrative Agent is

authorized and empowered to amend, modify, or waive any provisions of this Agreement or the other Credit Documents on behalf of Lenders. The provisions of this Article 11 are solely for the benefit of Administrative Agent and Lenders and neither any Borrower nor any other Credit Party shall have any rights as a third party beneficiary of any of the provisions hereof, except with respect to any Borrowers' rights under Sections 11.12 and 11.14. In performing its functions and duties under this Agreement, Administrative Agent shall act solely as agent of Lenders and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for any Borrower or any other Credit Party. Administrative Agent may perform any of its duties hereunder, or under the Credit Documents, by or through its agents, servicers, trustees, investment managers or employees.

Section 11.2 Administrative Agent and Affiliates.

Administrative Agent shall have the same rights and powers under the Credit Documents as any other Lender and may exercise or refrain from exercising the same as though it were not Administrative Agent, and Administrative Agent and its Affiliates may lend money to, invest in and generally engage in any kind of business with each Credit Party or Affiliate of any Credit Party as if it were not Administrative Agent hereunder.

Section 11.3 Action by Administrative Agent.

The duties of Administrative Agent shall be mechanical and administrative in nature. Administrative Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any of the Credit Documents is intended to or shall be construed to impose upon Administrative Agent any obligations in respect of this Agreement or any of the Credit Documents except as expressly set forth herein or therein.

Section 11.4 Consultation with Experts.

Administrative Agent may consult with legal counsel, independent public accountants and other experts selected by it.

Section 11.5 Liability of Administrative Agent.

Neither Administrative Agent nor any of its directors, officers, agents, trustees, investment managers, servicers or employees shall be liable to any Lender for any action taken or not taken by it in connection with the Credit Documents, except that Administrative Agent shall be liable with respect to its specific duties set forth hereunder, but only to the extent of its own gross negligence or willful misconduct in the discharge thereof as determined by a final non-appealable judgment of a court of competent jurisdiction. Neither Administrative Agent nor any of its directors, officers, agents, trustees, investment managers, servicers or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with any Credit Document or any borrowing hereunder; (ii) the performance or observance of any of the covenants or agreements specified in any Credit Document; (iii) the satisfaction of any condition specified in any Credit Document, except receipt of items required to be delivered to Administrative Agent; (iv) the validity, effectiveness, sufficiency or genuineness of any Credit Document, any Lien purported to be created or perfected

thereby or any other instrument or writing furnished in connection therewith; (v) the existence or non-existence of any Default or Event of Default; or (vi) the financial condition of any Credit Party or any Subsidiary. Administrative Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement, or other writing (which may be a bank wire, telex, facsimile or electronic transmission or similar writing) believed by it to be genuine or to be signed by the proper party or parties. Administrative Agent shall not be liable for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount to which they are determined to be entitled (and such other Lenders hereby agree to return to such Lender any such erroneous payments received by them).

Section 11.6 *Indemnification.*

Each Lender shall, in accordance with its Pro Rata Share, indemnify Administrative Agent (to the extent not reimbursed by Borrowers) upon demand against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction) that Administrative Agent may suffer or incur in connection with the Credit Documents or any action taken or omitted by Administrative Agent hereunder or thereunder. If any indemnity furnished to Administrative Agent for any purpose shall, in the opinion of Administrative Agent, be insufficient or become impaired, Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against even if so directed by Required Lenders until such additional indemnity is furnished. The obligations of Lenders under this Section 11.6 shall survive the Payment in Full Date.

Section 11.7 *Right to Request and Act on Instructions.*

Administrative Agent may at any time request instructions from Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the Credit Documents Administrative Agent is permitted or desires to take or to grant, and if such instructions are promptly requested, Administrative Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from any action or withholding any approval under any of the Credit Documents until it shall have received such instructions from Required Lenders or all or such other portion of Lenders as shall be prescribed by this Agreement. Without limiting the foregoing, no Lender shall have any right of action whatsoever against Administrative Agent as a result of Administrative Agent acting or refraining from acting under this Agreement or any of the other Credit Documents in accordance with the instructions of Required Lenders (or all or such other portion of Lenders as shall be prescribed by this Agreement) and, notwithstanding the instructions of Required Lenders (or such other applicable portion of Lenders), Administrative Agent shall have no obligation to take any action if it believes, in good faith, that such action would violate applicable Law or exposes Administrative Agent to any liability for which it has not received satisfactory indemnification in accordance with the provisions of Section 11.6.

Section 11.8 Credit Decision.

Each Lender acknowledges that it has, independently and without reliance upon Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Credit Documents.

Section 11.9 Collateral Matters.

Lenders irrevocably authorize Administrative Agent to (x) release any Lien granted to or held by Administrative Agent under any Security Document (i) upon termination of the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitments and payment in full of all Obligations (other than (a) unasserted contingent indemnification obligations, (b) unasserted expense reimbursement obligations, (c) Obligations with respect to any Letter of Credit to the extent such Letter of Credit has expired, been terminated, been backstopped with a reasonably acceptable letter of credit to the reasonable satisfaction of the LC Issuer thereof (and to the reasonable satisfaction of Administrative Agent solely to the extent Administrative Agent has provided a Support Agreement with respect to such backstopped Letter of Credit), cash collateralized or subject to any other arrangement reasonably satisfactory to the LC Issuer with respect to such outstanding Letter of Credit, and (d) Obligations under Swap Contracts that are not yet due and payable as to which other arrangements reasonably satisfactory to the relevant Eligible Swap Counterparty shall have been made); or (ii) constituting property sold or disposed of as part of or in connection with any disposition that is permitted under any Credit Document or otherwise consented to by Lenders or Required Lenders, as applicable, in accordance with the terms of Section 12.5 (it being understood and agreed that Administrative Agent may conclusively rely without further inquiry on a certificate of a Responsible Officer as to the sale or other disposition of property being made in full compliance with the provisions of the Credit Documents) and (y) release or subordinate any Lien granted to or held by Administrative Agent under any Security Document constituting property described in Sections 5.2(b), 5.2(c), 5.2(n), 5.2(o), 5.2(q) or 5.2(s) (it being understood and agreed that Administrative Agent may conclusively rely without further inquiry on a certificate of a Responsible Officer as to the identification of any property described in such Sections). Lenders irrevocably authorize Administrative Agent to release any Guarantor from its obligations under the Guaranty and the Credit Documents and release any Liens granted by such Guarantor (x) if such Person becomes an Unrestricted Subsidiary in accordance with Section 4.17, (y) if the Equity Interests issued by such Guarantor constitute property sold or disposed of as part of or in connection with any disposition that is permitted under any Credit Document or otherwise consented to by Lenders or Required Lenders, as applicable, in accordance with the terms of Section 12.5 (it being understood and agreed that Administrative Agent may conclusively rely without further inquiry on a certificate of a Responsible Officer as to the sale or other disposition of property being made in full compliance with the provisions of the Credit Documents), or (z) if such Guarantor is liquidated or dissolved as permitted pursuant to Section 5.7 or otherwise ceases to be a Subsidiary as a result of a transaction permitted under the Credit Documents.

Upon request by Administrative Agent at any time, Lenders will confirm Administrative Agent's authority to release and/or subordinate particular types or items of Collateral and/or release of a Credit Party pursuant to this Section 11.9.

In each case as specified in this Section 11.9, Administrative Agent will, at the Borrowers' expense, execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral from the Lien and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Credit Documents and this Section 11.9. In the case of any such sale, transfer or disposal of any property constituting Collateral in a transaction constituting an Asset Disposition permitted pursuant to Section 5.3 to a Person other than a Credit Party, the Liens created by any of the Security Documents on such property shall be automatically released without need for further action by any Person.

In the event of a foreclosure by Administrative Agent on any of the Collateral pursuant to a public or private sale or any court ordered sale of the Collateral, Administrative Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and Administrative Agent, as agent for and representative of Lenders (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Administrative Agent at such sale; *provided* that, with respect to any particular sale of the Collateral, Administrative Agent shall not be entitled to so credit bid as to such sale on behalf of all of the Lenders to the extent that Administrative Agent has received contrary written bidding instructions from the Required Lenders before such sale.

Section 11.10 *Agency for Perfection.*

Administrative Agent and each Lender hereby appoint each other Lender as agent and bailee for the purpose of perfecting Administrative Agent's security interest in assets which, in accordance with the UCC or other applicable law in any jurisdiction, can be perfected by possession or control. Should any Lender (other than Administrative Agent) obtain possession or control of any such assets, such Lender shall notify Administrative Agent thereof, and, promptly upon Administrative Agent's request therefor, shall deliver such assets to Administrative Agent or in accordance with Administrative Agent's instructions or transfer control to Administrative Agent in accordance with Administrative Agent's instructions. Each Lender agrees that it will not have any right individually to enforce or seek to enforce any Security Document or to realize upon any Collateral for the Loans unless instructed to do so by Administrative Agent (or consented to by Administrative Agent, as provided in Section 8.4), it being understood and agreed that such rights and remedies may be exercised only by Administrative Agent.

Section 11.11 *Notice of Default.*

Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default except with respect to defaults in the payment of

principal, interest and fees required to be paid to Administrative Agent for the account of Lenders, unless Administrative Agent shall have received written notice from a Lender or any Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. Administrative Agent will notify each Lender of its receipt of any such notice. Administrative Agent shall take such action with respect to such Default or Event of Default as may be requested by Required Lenders in accordance with the terms hereof. Unless and until Administrative Agent has received any such request, Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interests of Lenders.

Section 11.12 Successor Administrative Agent.

(a) Administrative Agent may at any time assign its rights, powers, privileges and duties hereunder to an Affiliate without the consent of the Lenders or any Borrower. No less than five (5) Business Days prior to any such assignment, Administrative Agent shall give notice to the Lenders and Administrative Borrower. An assignment by Administrative Agent pursuant to this subsection (a) shall not be deemed a resignation by Administrative Agent for purposes of subsection (b) below.

(b) Administrative Agent may at any time give notice of its resignation to Lenders and Borrowers. Upon receipt of any such notice of resignation, Required Lenders shall have the right, with the consent of Administrative Borrower (so long as no Specified Default has occurred and is continuing), to appoint a successor Administrative Agent. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder and notice of such acceptance to the retiring Administrative Agent, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, the retiring Administrative Agent’s resignation shall become immediately effective and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder and under the other Credit Documents (if such resignation was not already effective and such duties and obligations not already discharged, as provided below in this paragraph). The fees payable by Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrowers and such successor. If no such successor shall have been so appointed by Required Lenders and Administrative Borrower (so long as no Event of Default has occurred and is continuing) and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of Lenders, appoint a successor Administrative Agent acceptable to Administrative Borrower (so long as no Event of Default has occurred and is continuing); *provided* that if Administrative Agent shall notify Administrative Borrower and Lenders that no Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice from Administrative Agent that no Person has accepted such appointment and, from and following delivery of such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents and (ii) all payments, communications and determinations provided to be made by, to or through Administrative Agent shall instead be made by or to each Lender directly, until such time as Required Lenders appoint a successor Administrative Agent as provided for above in this paragraph. The provisions of

this Agreement shall continue in effect for the benefit of any retiring Administrative Agent and its sub-agents after the effectiveness of its resignation hereunder and under the other Credit Documents in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting or was continuing to act as Administrative Agent.

(c) Upon (i) an assignment permitted by clause (a) above or (ii) the acceptance of a successor's appointment as Administrative Agent pursuant to clause (b) above, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder and under the other Credit Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Credit Documents, the provisions of this Article 11 shall continue in effect for the benefit of such retiring Administrative Agent and its sub-agents in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting or was continuing to act as Administrative Agent.

Section 11.13 Disbursements of Revolving Loans; Payment and Sharing of Payment.

(a) Revolving Loan Advances, Delayed Draw Term Loan Advances, Payments and Settlements; Interest and Fee Payments.

(i) Administrative Agent shall have the right, on behalf of Revolving Lenders (other than Non-Funding Revolving Lenders) to disburse funds to Borrowers for all Revolving Loans requested or deemed requested by any Borrower pursuant to the terms of this Agreement. Administrative Agent shall be conclusively entitled to assume, for purposes of the preceding sentence, that each Revolving Lender, other than any Non-Funding Revolving Lenders, will fund its Pro Rata Share of all Revolving Loans requested by any Borrower. Each Revolving Lender (other than any Non-Funding Revolving Lender) shall reimburse Administrative Agent on demand, in accordance with the provisions of the immediately following paragraph, for all funds disbursed on its behalf by Administrative Agent pursuant to the first sentence of this clause (i), or if Administrative Agent so requests, each Revolving Lender will remit to Administrative Agent its Pro Rata Share of any Revolving Loan before Administrative Agent disburses the same to Borrowers. If Administrative Agent elects to require that each Revolving Lender make funds available to Administrative Agent, prior to a disbursement by Administrative Agent to Borrowers, Administrative Agent shall advise each Revolving Lender by telephone, facsimile or e-mail of the amount of such Revolving Lender's Pro Rata Share of the Revolving Loan requested by Administrative Borrower no later than noon (New York City time) on the date of funding of such Revolving Loan, and each such Revolving Lender shall, subject to the provisions of Article 7, pay Administrative Agent on such date such Revolving Lender's Pro Rata Share of such requested Revolving Loan, in same day funds, by wire transfer to the Payment Account, or such other account as may be identified by Administrative Agent to Revolving Lenders from time to time. If any Lender fails to pay

the amount of its Pro Rata Share within one (1) Business Day after Administrative Agent's demand, Administrative Agent shall promptly notify Administrative Borrower, and Borrowers shall promptly repay such amount to Administrative Agent. Any repayment required by Borrowers pursuant to this Section 11.13 shall be accompanied by accrued interest thereon from and including the date such amount is made available to Borrowers to but excluding the date of payment at the rate of interest then applicable to Revolving Loans. Nothing in this Section 11.13 or elsewhere in this Agreement or the other Credit Documents shall be deemed to require Administrative Agent to advance funds on behalf of any Lender or to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that Administrative Agent or Borrowers may have against any Lender as a result of any default by such Lender hereunder.

(ii) On a Business Day of each week as selected from time to time by Administrative Agent, or more frequently (including daily), if Administrative Agent so elects (each such day being a "**Settlement Date**"), Administrative Agent will advise each Revolving Lender by telephone, facsimile or e-mail of the amount of each such Revolving Lender's Pro Rata Share of the Revolving Loan balance as of the close of business of the Business Day immediately preceding the Settlement Date. In the event that payments are necessary to adjust the amount of such Revolving Lender's actual Pro Rata Share of the Revolving Loan balance to such Lender's required Pro Rata Share of the Revolving Loan balance as of any Settlement Date, the party from which such payment is due shall pay Administrative Agent, without setoff or discount, to the Payment Account not later than noon (New York City time) on the Business Day following the Settlement Date the full amount necessary to make such adjustment. Any obligation arising pursuant to the immediately preceding sentence shall be absolute and unconditional and shall not be affected by any circumstance whatsoever. In the event settlement shall not have occurred by the date and time specified in the second preceding sentence, interest shall accrue on the unsettled amount at the rate of interest applicable to Revolving Loans.

(iii) On each Settlement Date, Administrative Agent shall advise each Revolving Lender by telephone, facsimile or e-mail of the amount of such Revolving Lender's Pro Rata Share of principal, interest and fees paid for the benefit of Revolving Lenders with respect to each applicable Revolving Loan, to the extent of such Revolving Lender's Credit Exposure with respect thereto, and shall make payment to such Revolving Lender not later than noon (New York City time) on the Business Day following the Settlement Date of such amounts in accordance with wire instructions delivered by such Revolving Lender to Administrative Agent, as the same may be modified from time to time by written notice to Administrative Agent; *provided* that in the case such Revolving Lender is a Defaulted Lender, Administrative Agent shall be entitled to set off the funding short-fall against that Defaulted Lender's respective share of all payments received from Borrowers.

(iv) The provisions of this Section 11.13(a) shall be deemed to be binding upon Administrative Agent and Lenders notwithstanding the occurrence of any Default or Event of Default, or any insolvency or bankruptcy proceeding pertaining to any Borrower or any other Credit Party.

(v) Prior to a disbursement of the proceeds of any Delayed Draw Term Loan to Borrowers, Administrative Agent shall advise each Delayed Draw Term Lender by telephone, facsimile or e-mail of the amount of such Delayed Draw Term Lender's Pro Rata Share of the Delayed Draw Term Loan requested by Borrowers no later than noon (New York City time) on the date of funding of such Delayed Draw Term Loan, and each such Delayed Draw Term Lender shall, subject to the provisions of Article 7, pay Administrative Agent on such date such Delayed Draw Term Lender's Pro Rata Share of such requested Delayed Draw Term Loan, in same day funds, by wire transfer to the Payment Account, or such other account as may be identified by Administrative Agent to Delayed Draw Term Lenders from time to time.

(b) Term Loan Payments. Payments of principal, interest and fees in respect of the Term Loans will be settled on the date of receipt if received by Administrative Agent on the first (1st) Business Day of each month or on the Business Day immediately following the date of receipt if received on any day other than the first (1st) Business Day of each Fiscal Quarter.

(c) Return of Payments.

(i) If Administrative Agent pays an amount to a Lender under this Agreement in the belief or expectation that a related payment has been or will be received by Administrative Agent from any Borrower and such related payment is not received by Administrative Agent, then Administrative Agent will be entitled to recover such amount from such Lender on demand without setoff, counterclaim or deduction of any kind, together with interest accruing on a daily basis at the Federal Funds Rate.

(ii) If Administrative Agent determines at any time that any amount received by Administrative Agent under this Agreement must be returned to any Borrower or paid to any other Person pursuant to any Debtor Relief Laws or otherwise, then, notwithstanding any other term or condition of this Agreement or any other Credit Document, Administrative Agent will not be required to distribute any portion thereof to any Lender. In addition, each Lender will repay to Administrative Agent on demand any portion of such amount that Administrative Agent has distributed to such Lender, together with interest at such rate, if any, as Administrative Agent is required to pay to such Borrower or such other Person, without setoff, counterclaim or deduction of any kind.

(d) Defaulted Lenders.

(i) The failure of any Defaulted Lender to make any Revolving Loan, Delayed Draw Term Loan or any payment required by it hereunder shall not relieve any other Lender of its obligations to make such Revolving Loan, Delayed Draw Term Loan or payment, but neither any other Lender nor Administrative Agent shall be responsible for the failure of any Defaulted Lender to make a Revolving Loan, Delayed Draw Term Loan or make any other payment required hereunder. Notwithstanding anything set forth herein to the contrary, a Defaulted Lender shall not have any voting or consent rights under or with respect to any Credit Document or constitute a "Lender" (or be included in the calculation of "Required Lenders", "Required Special Purpose DDTL Lenders", "Required Term A Lenders" or "Required

Revolving Lenders” hereunder) for any voting or consent rights under or with respect to any Credit Document.

(ii) During any period in which there is a Defaulted Lender, for purposes of computing the amount of the obligation of each non-Defaulted Lender to acquire, refinance or fund participations in Letters of Credit pursuant to Section 2.5(f), the Pro Rata Share of each non-Defaulted Lender shall be computed without giving effect to the Revolving Loan Commitment Amount of that Defaulted Lender; *provided* that the aggregate obligation of each non-Defaulted Lender to acquire, refinance or fund participations in Letters of Credit shall not exceed the positive difference, if any, of (a) the Revolving Loan Commitment of that non-Defaulted Lender minus (b) the aggregate outstanding amount of the Revolving Loans of such non-Defaulted Lender.

(iii) If Borrowers, Administrative Agent, LC Issuer agree in writing in their sole discretion that a Defaulted Lender’s defaulted obligations have been cured, Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit to be held by the Lenders in accordance with their Pro Rata Share (without giving effect to clause (ii) of this Section 11.13(d)), whereupon that Lender will cease to be a Defaulted Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of Credit Parties while that Lender was a Defaulted Lender; and *provided further* that except to the extent otherwise expressly agreed to by the affected parties, no change hereunder from Defaulted Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender’s having been a Defaulted Lender.

(iv) Notwithstanding any other provision of this Agreement to the contrary, any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulted Lender (whether voluntary or mandatory, at maturity, or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Administrative Borrower as follows:

(A) first, to the payment of any amounts owing by such Defaulted Lender to the Administrative Agent hereunder;

(B) second, as the Administrative Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulted Lender has failed to fund its portion thereof as required by this Agreement;

(C) third, as the Administrative Agent or the Administrative Borrower may elect, to be held in a deposit account and released in order to satisfy obligations of such Defaulted Lender to fund Loans under this Agreement;

(D) fourth, to the payment of any amounts owing to the non-Defaulted Lenders as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulted Lender against such Defaulted Lender as a result of such Defaulted Lender's breach of its obligations under this Agreement;

(E) fifth, to the payment of any amounts owing to the Administrative Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulted Lender as a result of such Defaulted Lender's breach of its obligations under this Agreement; and

(F) sixth, to such Defaulted Lender or as otherwise directed by a court of competent jurisdiction.

Any payments, prepayments or other amounts paid or payable to any Defaulted Lender that are applied (or held) to pay amounts owed by any Defaulted Lender shall be deemed paid to and redirected by such Defaulted Lender, and each Lender irrevocably consents hereto.

(e) Sharing of Payments. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of setoff or otherwise) on account of any Loan (other than pursuant to the terms of Sections 2.3(e)(ii), Section 2.8 or Section 2.9 or as set forth or contemplated by the Fee Letter Agreements) in excess of its Pro Rata Share of payments entitled pursuant to the other provisions of this Section 11.13, such Lender shall purchase from the other Lenders such participations in extensions of credit made by such other Lenders (without recourse, representation or warranty) as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of them; *provided, however*, that if all or any portion of the excess payment or other recovery is thereafter recovered from such purchasing Lender, the purchase shall be rescinded and each Lender which has sold a participation to the purchasing Lender shall repay to the purchasing Lender the purchase price to the ratable extent of such recovery, without interest. Each Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this clause (e) may, to the fullest extent permitted by Law, exercise all its rights of payment (including pursuant to Section 8.4) with respect to such participation as fully as if such Lender were the direct creditor of such Borrower in the amount of such participation. If under any applicable bankruptcy, insolvency or other Debtor Relief Laws, any Lender receives a secured claim in lieu of a setoff to which this clause (e) applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of Lenders entitled under this clause (e) to share in the benefits of any recovery on such secured claim.

Section 11.14 Right to Perform, Preserve and Protect.

If any Credit Party fails to perform any obligation hereunder or under any other Credit Document, Administrative Agent itself may, but shall not be obligated to, cause such obligation to be performed at Borrowers' expense. Administrative Agent is further authorized by each Credit Party and Lenders to make expenditures from time to time which Administrative Agent, in its reasonable business judgment, deems necessary or desirable to preserve or protect its security interest in the Collateral. Each Credit Party hereby agrees to promptly reimburse Administrative Agent on for any and all reasonable documented and invoiced out-of-pocket costs,

liabilities and obligations incurred by Administrative Agent pursuant to this Section 11.14. Each Lender hereby agrees to indemnify Administrative Agent upon demand for any and all costs, liabilities and obligations incurred by Administrative Agent pursuant to this Section 11.14, subject to the provisions of Section 11.6.

Section 11.15 Additional Titled Agents.

Except for rights and powers, if any, expressly reserved under this Agreement to any bookrunner, arranger, syndication agent or any other titled agent named on the cover page of, or preamble to, this Agreement, other than Administrative Agent (collectively, the “**Additional Titled Agents**”), and except for obligations, liabilities, duties and responsibilities, if any, expressly assumed under this Agreement by any Additional Titled Agent, no Additional Titled Agent, in such capacity, has any rights, powers, liabilities, duties or responsibilities hereunder or under any of the other Credit Documents. Without limiting the foregoing, no Additional Titled Agent shall have nor be deemed to have a fiduciary relationship with any Lender. At any time that any Lender serving as an Additional Titled Agent shall have transferred to any other Person (other than any Affiliates) all of its interests in the Loans, in the Revolving Loan Commitment and, if any Delayed Draw Term Commitment has not already terminated, the Delayed Draw Term Commitments, such Lender shall be deemed to have concurrently resigned as such Additional Titled Agent. No successor or replacement Additional Titled Agent shall be designated or elected to serve upon the resignation or deemed resignation by any Person of its role as an Additional Titled Agent.

Section 11.16 Appointment of Sub-Agents.

Administrative Agent or any Additional Titled Agents (together, “**Agents**”) may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. Each Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as any Agent. No Agent shall be liable for any actions taken or omitted to be taken by any sub-agent selected with reasonable care by such Agent.

Section 11.17 Swap Agreement Obligations.

No Eligible Swap Counterparty that obtains the benefits of the Guaranty or any Collateral by virtue of the provisions hereof or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action under this Agreement or any other Credit Document or otherwise in respect of the Guaranty or the Collateral (including the release of any Guarantor or the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Article XI to the contrary, Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, any Obligations under any Swap Contract unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as Administrative Agent may request, from the applicable Eligible Swap Counterparty.

Section 11.18 Erroneous Payments

(a) If the Administrative Agent notifies a Lender, LC Issuer or secured party (any such Lender, LC Issuer, secured party or other recipient, a “**Payment Recipient**”) that the Administrative Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, LC Issuer, secured party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof) (*provided*, that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this clause (a)(i) with respect to an Erroneous Payment unless such demand is made within thirty (30) days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent, and such Lender, LC Issuer or secured party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a “**Payment Notice**”), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) an error may have been made (in the case of immediately preceding clauses (x) or (y)) or an error has been made (in the case of immediately preceding clause (z)) with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof and that it is so notifying the Administrative Agent pursuant to this Section 11.18(b).

(c) Each Lender, LC Issuer or secured party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, LC Issuer or secured party under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Lender, LC Issuer or secured party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Lender or LC Issuer that has received such Erroneous Payment (or portion thereof) (or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s request to such Lender or LC Issuer at any time, (i) such Lender or LC Issuer shall be deemed to have assigned its Loans (but not its Commitments) of the relevant class with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Class**”) in an amount equal to the Erroneous Payment Return Deficiency (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the “**Erroneous Payment Deficiency Assignment**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement (or, to the extent applicable, an agreement incorporating an Assignment Agreement by reference pursuant to an electronic settlement system as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender or LC Issuer shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment and (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or LC Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning LC Issuer shall cease to be a Lender or LC Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning LC Issuer. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or LC Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any Borrower or any other Credit Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrowers or any other Credit Party for the purpose of making a payment in respect of the Obligations, in which case such payment shall discharge and otherwise satisfy the applicable obligation of the Borrowers or any other Credit Party being so paid, prepaid or repaid in accordance with the terms of this Agreement.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 11.18 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or LC Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Survival.

All covenants, agreements, representations and warranties made by the Credit Parties herein and in any Credit Document or other documents delivered in connection herewith or therewith or pursuant hereto or thereto shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery hereof and thereof and the making of the Loans hereunder, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Administrative Agent, any LC Issuer or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect until the Payment in Full Date. The provisions of Sections 2.3(e) and 9.01 and Article 11 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, or the occurrence of the Payment in Full Date.

Section 12.2 No Waivers.

No failure or delay by Administrative Agent or any Lender in exercising any right, power or privilege under any Credit Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein and therein provided shall be cumulative and not exclusive of any rights or remedies provided by Law. Any reference in any Credit Document to the “continuing” nature of any Event of Default shall not be construed as establishing or otherwise indicating that any Borrower or any other Credit Party has the independent right to cure any such Event of Default (other than to the extent permitted pursuant to Section 6.3), but is rather presented merely for convenience should such Event of Default be waived in accordance with the terms of the applicable Credit Documents.

Section 12.3 Notices.

(a) All notices, requests and other communications to any party hereunder shall be in writing (including prepaid overnight courier, facsimile transmission, electronic mail or similar writing) and shall be given to such party at its address, facsimile number or e-mail

address set forth on Schedule 12.3 (or, in the case of any such Lender who becomes a Lender after the date hereof, in an Assignment Agreement or in a notice delivered to Administrative Borrower and Administrative Agent by the assignee Lender forthwith upon such assignment) or at such other address, facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to Administrative Agent and Administrative Borrower; *provided* that notices, requests or other communications shall be permitted by electronic means only in accordance with the provisions of Section 12.3(b). Each such notice, request or other communication shall be effective (i) if given by facsimile, when such notice is transmitted to the facsimile number specified by this Section 12.3 and the sender receives a confirmation of transmission from the sending facsimile machine or (ii) if given by electronic mail, as set forth in Section 12.3(b), or (iii) if given by mail, prepaid overnight courier or any other means, when received at the applicable address specified by this Section 12.3.

(b) Notices and other communications to the parties hereto may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved from time to time by Administrative Agent; *provided* that the foregoing shall not apply to notices sent directly to any Lender if such Lender has notified Administrative Agent that it is incapable of receiving notices by electronic communication. Administrative Agent or Administrative Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Section 12.4 Severability.

In case any provision of or obligation under this Agreement or any other Credit Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 12.5 Amendments and Waivers; Extension.

(a) No provision of this Agreement or any other Credit Document (other than Swap Contracts) may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by Borrowers, Administrative Agent and (v) with respect to amendments, waivers or other modifications

affecting only the Revolving Loans and/or the Revolving Lenders, the Required Revolving Lenders, (w) with respect to amendments, waivers or other modifications affecting only the Term Loan As and/or the Lenders having a Term Loan A, the Required Term A Lenders, (x) with respect to amendments, waivers or other modifications affecting only the Special Purpose DDTL Loans and/or the Special Purpose DDTL Lenders, the Required Special Purpose DDTL Lenders, (y) with respect to amendments, waivers or other modifications affecting a combination of such tranches of Lenders and/or tranches of Loans (but not all such tranches of Lenders or Loans), the applicable grouping of Required Revolving Lenders and Required Special Purpose DDTL Lenders, as applicable, and (z) with respect to all other amendments, waivers or other modifications, the Required Lenders (and, if (A) any amendment, waiver or other modification would either increase a Lender's Revolving Loan Commitment Amount, increase a Lender's Delayed Draw Term Commitment, or increase such Lender's funding obligations in respect of any Term Loan, by such Lender and (B) the rights or duties of Administrative Agent, and/or LC Issuer are affected thereby, by Administrative Agent and/or LC Issuer, as the case may be); *provided* that no such amendment, waiver or other modification shall, unless signed by all Lenders directly and adversely affected thereby:

(i) reduce the principal of, rate of interest on or any fees or prepayment premium with respect to any Loan or Reimbursement Obligation or forgive any principal, interest or fees or prepayment premium with respect to any Loan or Reimbursement Obligation; *provided* that this clause (i) shall not apply to any amendment, waiver or other modification (x) to Article 6 or the defined terms used therein or (y) default interest provisions of Section 2.3, which shall, in each case, be subject to the approval of only the Required Lenders;

(ii) postpone or waive the date fixed for any payment (other than a payment pursuant to Section 2.2(b) which shall be subject to the approval of only the Required Lenders) of principal of any Loan, or of any Reimbursement Obligation or of interest on any Loan or any Reimbursement Obligation or any fees or prepayment premium hereunder or for any termination of any commitment;

(iii) change the definition of the term Required Lenders or the percentage of Lenders which shall be required for Lenders to take any action hereunder;

(iv) release, or subordinate Administrative Agent's lien in respect of, all or substantially all of the Collateral, authorize any Credit Party to sell or otherwise dispose of all or substantially all of the Collateral, or release all or substantially all of the Guarantors or value of the Guarantees of the Obligations, except as otherwise may be provided in this Agreement or the other Credit Documents (including, without limitation, in connection with any disposition permitted hereunder);

(v) amend, waive or otherwise modify either of Section 8.5, Section 11.13(e), this Section 12.5(a), Section 12.6 or the definitions of the terms used in such Sections insofar as the definitions affect the substance of such Sections;

(vi) consent to the assignment, delegation or other transfer by any Credit Party of any of its rights and obligations under any Credit Document or release any Credit

Party of its payment obligations under any Credit Document, except pursuant to a merger or consolidation permitted pursuant to this Agreement (it being understood and agreed that all Lenders shall be deemed directly affected by an amendment, waiver or other modification of the type described in the preceding clauses (iii), (iv) and (vi)),

(vii) amend or modify any provision that provides for the *pro rata* nature of disbursements by or payments to Lenders, or

(viii) change any provision in respect of any Credit Party or its Affiliates acquiring any interest in any of the Obligations.

Notwithstanding anything to the contrary herein, no Defaulted Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulted Lenders), except that (1) the Revolving Loan Commitment Amount, Delayed Draw Term Commitment or the funding obligations in respect of any Term Loan, as applicable, of any Defaulted Lender may not be increased without the consent of such Lender and (2) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulted Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulted Lender.

(b) Without limitation of the provisions of the preceding clause (a), no amendment, waiver or other modification to this Agreement shall, unless signed by the Required Revolving Lenders, (i) change the definition of the term Required Revolving Lenders or the percentage of Lenders which shall be required for Required Revolving Lenders to take any action hereunder; (ii) waive any existing Event of Default or Default for purposes of satisfying the conditions to funding set forth in Section 7.2 with respect to any requested Revolving Loan; or (iii) amend, waive or otherwise modify this Section 12.5(b) or the definitions of the terms used in this Section 12.5(b) insofar as the definitions affect the substance of this Section 12.5(b).

(c) Without limitation of the provisions of the preceding clause (a), no amendment, waiver or other modification to this Agreement shall, unless signed by the Required Special Purpose DDTL Lenders, (i) make less restrictive the calculation of the Special Purpose DDTL Loan Limit; (ii) change the definition of the term Required Special Purpose DDTL Lenders or the percentage of Lenders which shall be required for Required D Special Purpose DDTL Lenders to take any action hereunder; (iii) waive any existing Event of Default or Default for purposes of satisfying the conditions to funding set forth in Section 7.2 with respect to any requested Special Purpose DDTL Loans; or (iv) amend, waive or otherwise modify this Section 12.5(c) or the definitions of the terms used in this Section 12.5(c) insofar as the definitions affect the substance of this Section 12.5(c).

(d) Notwithstanding the foregoing in this Section 12.5, Administrative Agent and Administrative Borrower may amend or modify this Agreement and any other Credit Document to (i) cure any factual or typographical error, ambiguity, mistake, omission, defect or inconsistency therein if such amendment, modification or supplement does not adversely affect any Lender, (ii) grant a new Lien, for the benefit of the Lenders, extend an existing Lien over

additional property, for the benefit of the Lenders, or join additional Persons as Credit Parties or (iii) effect amendments to this Agreement and the other Credit Documents as may be necessary or appropriate in the opinion of Administrative Borrower and Administrative Agent to effect the provisions of Sections 2.11, Section 2.14, Section 12.5(d) and Section 12.6(c). In addition, and notwithstanding anything herein or in any Credit Document to the contrary, the Security Documents and related documents executed by the Credit Parties in connection with this Agreement may be in a form reasonably determined by Administrative Agent and may be, together with this Agreement, amended and waived with the consent of Administrative Agent at the request of Administrative Borrower without the need to obtain the consent of any other Lender solely to the extent such amendment or waiver is required in order (i) to comply with local law or (ii) to cause such Security Document or other document to be consistent with this Agreement and the other Credit Documents.

(e) Extensions.

(i) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an “**Extension Offer**”) made from time to time by Administrative Borrower to all Lenders of any tranche of Term Loans with a like maturity date or Revolving Loan Commitments with a like commitment termination date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of such respective Term Loans or Revolving Loan Commitments with a like commitment termination date) and on the same terms to each such Lender, Administrative Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in any such Extension Offers to extend the maturity date and/or commitment termination of each such Lender’s relevant tranche of Term Loans and/or Revolving Loan Commitments, and, subject to the terms hereof, otherwise modify the terms of such tranche of Term Loans and/or Revolving Loan Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate and/or fees payable in respect of such Term Loans and/or Revolving Loan Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender’s Term Loans) (each, an “**Extension**”; and each group of Term Loans or Revolving Loan Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Loan Commitments (in each case not so extended), being a separate “tranche”), so long as the following terms are satisfied:

(A) no Default or Event of Default shall have occurred and be continuing at the time the applicable Extension Offer is delivered to the Lenders;

(B) except as to interest rates, fees and final commitment termination date (which shall be determined by Administrative Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extended Revolving Credit Lenders), the Revolving Loan Commitment of any Revolving Lender that agrees to an extension with respect to such Revolving Loan Commitment (an “**Extended Revolving Credit Lender**”) extended pursuant to an Extension (an “**Extended Revolving Credit Commitment**”) and the related outstandings shall be a Revolving Loan Commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Revolving Lenders) as the original Revolving Loan Commitments (and related outstandings);

provided that (1) the borrowing and payments (except for (x) payments of interest and/or fees at different rates on Extended Revolving Credit Commitments (and related outstandings), (y) repayments required upon the commitment termination date of the non-extended tranche of Revolving Loan Commitments and (z) repayment made in connection with a permanent repayment and termination of commitments) of Revolving Loans with respect to Extended Revolving Credit Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Loan Commitments, (2) subject to clause (i) above, all Letters of Credit shall be participated on a pro rata basis by all Lenders with Revolving Loan Commitments (including Extended Revolving Credit Commitments) in accordance with their percentage of the aggregate Revolving Loan Commitments, (3) the permanent repayment of Revolving Loans with respect to, and termination of, Extended Revolving Credit Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Loan Commitments, except that the Borrowers shall be permitted to repay permanently and terminate commitments of any such tranche on a better than pro rata basis as compared to any other tranche with a later commitment termination date than such tranche, (4) assignments and participations of Extended Revolving Credit Commitments and related Revolving Loans shall be governed by the same assignment and participation provisions applicable to the other tranches of Revolving Loan Commitments and Revolving Loans and (5) at no time shall there be Revolving Loan Commitments hereunder (including Extended Revolving Credit Commitments and any original Revolving Loan Commitments) which have more than three (3) different maturity dates;

(C) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (D), (E) and (F), be determined by Administrative Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extending Term Lenders), the Term Loans of any Term Lender that agrees to an extension with respect to such Term Loans owed to it (an “**Extending Term Lender**”) extended pursuant to any Extension (“**Extended Term Loans**”) shall have the same terms as the tranche of Term Loans subject to such Extension Offer (except for covenants or other provisions contained therein applicable only to periods after the then latest maturity date);

(D) the final maturity date of any Extended Term Loans shall be no earlier than the latest maturity date of the Term Loans extended thereby and the amortization schedule applicable to Loans for periods prior to the original maturity date of the Term Loans shall not be increased;

(E) the Weighted Average Life to Maturity of any Extended Term Loans for the period prior to the maturity of the Term Loans extended thereby shall be no shorter than the Weighted Average Life to Maturity of the Term Loans extended thereby;

(F) any Extended Term Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than pro rata basis) with non-extended tranches of Term Loans in any voluntary or mandatory prepayments hereunder, in each case as specified in the respective Extension Offer; and

(G) if the aggregate principal amount of Term Loans (calculated on the outstanding principal amount thereof) and/or Revolving Loan Commitments, as the case may be, in respect of which Term Lenders or Revolving Lenders, as applicable, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Loan Commitments, as the case may be, offered to be extended by the Borrowers pursuant to such Extension Offer, then the Term Loans and/or Revolving Loans of such Term Lenders or Revolving Lenders, as applicable, shall be extended ratably up to such maximum amount based on the respective principal or commitment amounts with respect to which such Term Lenders and/or Revolving Lenders, as the case may be, have accepted such Extension Offer, and any applicable Minimum Extension Condition shall be satisfied unless waived by Administrative Borrower.

(ii) With respect to all Extensions consummated by the Borrowers pursuant to this clause (ii), (A) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.2 and (B) no Extension Offer is required to be in any minimum amount or any minimum increment; *provided* that Administrative Borrower may at its election specify as a condition (a “**Minimum Extension Condition**”) to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in Administrative Borrower’s sole discretion and may be waived by Administrative Borrower) of Term Loans or Revolving Loan Commitments (as applicable) of any or all applicable tranches be tendered. Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving Credit Commitments on the such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement or any other Credit Document that may otherwise prohibit or conflict with any such Extension or any other transaction contemplated by this Section.

(iii) No consent of any Lender or Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Loan Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Loan Commitments, the consent of the LC Issuer, which consent shall not be unreasonably withheld or delayed. All Extended Term Loans, Extended Revolving Credit Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Credit Documents and secured by the Collateral on a *pari passu* basis with all other applicable Obligations. The Lenders hereby irrevocably authorize Administrative Agent to enter into amendments to this Agreement and the other Credit Documents with the Borrowers (on behalf of all Credit Parties) as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Loan Commitments or Term Loans so extended and such technical amendments as may be necessary in the reasonable opinion of Administrative Agent and the Borrowers in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section. In addition, if so provided in such amendment and with the consent of each LC Issuer, participations in Letters of Credit expiring on or after the applicable commitment termination date shall be re-allocated from Lenders holding non-extended Revolving Loan Commitments to Lenders holding Extended Revolving Credit Commitments in accordance

with the terms of such amendment; *provided, however*, that such participation interests shall, upon receipt thereof by the relevant Lenders holding Revolving Loan Commitments, be deemed to be participation interests in respect of such Revolving Loan Commitments and the terms of such participation interests shall be adjusted accordingly. Without limiting the foregoing, in connection with any Extensions the applicable Credit Parties shall (at their expense) amend (and Administrative Agent is hereby directed by the Lenders to amend) any Security Document that has a maturity date prior to the later of the then latest (x) maturity date of the Term Loans and (y) scheduled termination date of the Revolving Loan Commitments, so that such maturity date referenced therein is extended to the later of the then (x) latest maturity date of the Term Loans and (y) scheduled termination date of the Revolving Loan Commitments (or such later date as may be advised by local counsel to Administrative Agent). Administrative Agent shall promptly notify each Lender of the effectiveness of each such amendment.

(iv) In connection with any Extension, Administrative Borrower shall provide Administrative Agent at least ten (10) Business Days (or such shorter period as may be agreed by Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, Administrative Agent, in each case acting reasonably to accomplish the purposes of this clause (i).

(v) This clause (i) shall supersede any other provisions of this Section 12.5 to the contrary.

Section 12.6 Assignments; Participations; Replacement of Lenders.

(a) Assignments.

(i) Any Lender may at any time assign to one or more Eligible Assignees all or any portion of such Lender's Loans and interest in the Revolving Loan Commitment or Delayed Draw Term Commitment, together with all related obligations of such Lender hereunder; *provided* that the consent of Administrative Borrower (such consent not to be unreasonably withheld, conditioned or delayed) shall be required for any assignment by a Lender unless (w) a Specified Default has occurred and is continuing at the time of such assignment, (x) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund (y) such assignment is made within forty-five (45) days after the Restatement Date by a Lender to a Person listed on Schedule 12.6 or any Affiliate or Approved Fund of a Person listed on Schedule 12.6 or (z) with respect to the elevation of any permitted Participant to a Lender of record via assignment, if the assigning Lender, upon the advice of counsel, determines such assignment is necessary to comply with or avoid the consequences of a determination by any regulatory authority, including the Securities and Exchange Commission, or court of law; *provided* that Administrative Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to Administrative Agent within ten (10) Business Days after having received notice thereof; *provided, further*, that notwithstanding anything the contrary, Administrative Borrower may withhold or condition its

consent to any assignment to a Disqualified Institution at any time in its sole discretion. Except as Administrative Agent may otherwise agree, the amount of any such assignment (determined as of the date of the applicable Assignment Agreement) shall be in a minimum aggregate amount equal to \$1,000,000 or, if less, the assignor's entire interests in the Revolving Loan Commitment, Delayed Draw Term Commitment and outstanding Loans; *provided* that in connection with simultaneous assignments to two or more related Approved Funds, such Approved Funds shall be treated as one assignee for purposes of determining compliance with the minimum assignment size referred to above. Each Borrower and Administrative Agent shall be entitled to continue to deal solely and directly with such Lender in connection with the interests so assigned to an Eligible Assignee until Administrative Agent shall have received and accepted an effective Assignment Agreement executed, delivered and fully completed by the applicable parties thereto, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act, and a processing fee of \$3,500 (unless waived by Administrative Agent in its sole discretion); *provided* only one processing fee shall be payable in connection with simultaneous assignments to two (2) or more related Approved Funds. Notwithstanding anything herein to the contrary (except as otherwise permitted under Section 2.15, and all Term Loans purchased under such Section 2.15 shall be immediately and automatically cancelled and retired), no Credit Party or any of its Affiliates may acquire (whether by assignment, direct origination of an Incremental Term Loan or otherwise) any interest in any of the Obligations. Notwithstanding anything to the contrary contained in this Agreement, (a) Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions and (b) the Borrowers (on behalf of themselves and the other Credit Parties) and the Lenders acknowledge and agree that Administrative Agent shall have no responsibility or obligation to determine whether any Lender or potential Lender is an Disqualified Institution and that Administrative Agent shall have no liability with respect to any assignment or participation made to an Disqualified Institution.

(ii) From and after the date on which the conditions described above have been met, (A) such Eligible Assignee shall be deemed automatically to have become a party hereto and, to the extent of the interests assigned to such Eligible Assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender hereunder and (B) the assigning Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, shall be released from its rights (other than its indemnification rights) and obligations hereunder (other than those that survive termination pursuant to Section 12.1). Upon the request of the Eligible Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Eligible Assignee (and, as applicable, the assigning Lender) Notes in the aggregate principal amount of the Eligible Assignee's percentage interest in the Revolving Loan Commitment, the Delayed Draw Term Commitment, and the principal amount of the Eligible Assignee's Term Loans (and, as applicable, Notes in the principal amount of that portion of the Revolving Loan Commitment retained by the assigning Lender, Notes in the principal amount of that portion of the Delayed Draw Term Commitment retained by the assigning Lender and Notes in the principal amount

of the Term Loans retained by the assigning Lender). Upon receipt by the assigning Lender of such Note or Notes, the assigning Lender shall return to Borrowers any prior Note or Notes held by it.

(iii) Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a copy of each Assignment Agreement delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of Lenders, and the commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The entries in the Register shall be conclusive absent manifest error, and Borrowers, Administrative Agent and Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by any of Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In connection with any changes to the Register, if necessary, upon the request of any Borrower or Lender, the Administrative Agent will reflect the revisions on Annex A and forward a copy of such revised Annex A to the Borrowers and the Lenders. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 12.6(a). Any assignment or transfer by a Lender under this Agreement that does not comply with this Section 12.6(a) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in accordance with Section 12.6(b).

(iv) Notwithstanding the foregoing provisions of this Section 12.6(a) or any other provision of this Agreement, any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(v) The Borrowers shall also be entitled to purchase (from Lenders) outstanding principal of Term Loans in accordance with the provisions of Section 2.15, which purchases shall be evidenced by assignments (in form reasonably satisfactory to Administrative Agent) from the applicable Lender to the Borrowers. No such transfer or assignment shall be effective until recorded by Administrative Agent (in a manner consistent with the following sentence) on the Register pursuant to Section 12.6(a)(iii). All Term Loans purchased pursuant to Section 2.15 shall be immediately and automatically cancelled and retired, and the Borrowers shall in no event become a Lender hereunder. To the extent of any assignment to a Borrower as described in this clause (v), the assigning Lender shall be relieved of its obligations hereunder with respect to the assigned Term Loans.

(vi) By executing and delivering an Assignment Agreement, the assigning Lender and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the Borrowers and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that the amount of its commitments, and the outstanding

balances of its Loans, in each case without giving effect to any assignment thereof which has not become effective, are as set forth in such Assignment Agreement, (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statement, warranty or representation made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Credit Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrowers or any their Subsidiaries or the performance or observance by the Borrowers or any of their Subsidiaries of any of their obligations under this Agreement, any other Credit Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment Agreement; (D) such assignee confirms that it has received a copy of this Agreement and the other Credit Documents, together with copies of the financial statements referred to in Section 4.1 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment Agreement; (E) such assignee will independently and without reliance upon the Administrative Agent, the assigning Lender or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(vii) In connection with any assignment of rights and obligations of any Defaulted Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Administrative Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulted Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulted Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (B) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulted Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulted Lender for all purposes of this Agreement until such compliance occurs.

(b) Participations.

(i) Any Lender may at any time, without the consent of, or notice to, any Borrower or Administrative Agent, sell to one or more Persons (other than (w) natural persons, (x) Defaulted Lenders, (y) Borrowers or any of their Affiliates and (y) Disqualified Institutions) participating interests in its Loans, commitments or other interests hereunder (any such Person, a “**Participant**”). In the event of a sale by a Lender of a participating interest to a Participant, (a) such Lender’s obligations hereunder shall remain unchanged for all purposes, (b) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (c) Borrowers, Administrative Agent and other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations hereunder, and (d) all amounts payable by any Borrower shall be determined as if such Lender had not sold such participation and shall be paid directly to such Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Credit Documents (the “**Participant Register**”); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant’s interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest or demonstrable error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(iii) Each Participant (A) shall not have any direct or indirect voting rights hereunder except with respect to any event described in Section 12.5 expressly requiring the unanimous vote of all Lenders or, as applicable, all Affected Lenders and (B) shall be subject to the provisions of Sections 11.13(e) and 12.6(c) as if it were an assignee under Section 12.6(a). Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which such Lender enters into with any Participant. Each Lender that sells a participation agrees, at the Administrative Borrower’s request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Sections 11.13(e) and 12.6(c) with respect to any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement and with respect to any Letter of Credit to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement; *provided* that such right of set-off shall be subject to the obligation of each Participant to share with Lenders, and Lenders agree to share with each Participant, as provided in Section 8.4.

(iv) Borrowers further agree that each Participant shall be entitled to the benefits of Sections 2.3(e)(ii), 2.8 and 2.9 to the same extent as if such Participant were a Lender; *provided* that (A) no Participant shall be entitled to receive any greater payment under Section 2.3(e)(ii), 2.8 or 2.9 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant (except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation), unless such sale is made with Borrowers' prior written consent and (B) no Participant that is organized under the Laws of a jurisdiction other than the United States shall be entitled to the benefits of Section 2.8 unless such Participant shall have complied with the provisions of Section 2.8(f) (assuming, for such purposes only, that such Participant is a Lender).

(c) Replacement of Lenders.

Within thirty (30) days after: (i) receipt by Administrative Agent of notice and demand from any Lender for payment of additional costs as provided in Sections 2.3(e)(ii) or Section 2.9, which demand shall not have been revoked, (ii) any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, (iii) any Lender is a Defaulted Lender, and the circumstances causing such status shall not have been cured or waived; or (iv) any failure by any Lender to consent to a requested consent, amendment, waiver or modification to any Credit Document in which Required Lenders have already consented to such amendment, waiver or modification but the consent of each Lender, or each Lender affected thereby, is required with respect thereto, (each relevant Lender in the foregoing clauses (i) through (iv) being an "**Affected Lender**") each of Administrative Borrower and Administrative Agent may, at its option, notify such Affected Lender and, in the case of Administrative Borrower's election, Administrative Agent, of such Person's intention to obtain, at Borrowers' expense, a replacement Lender ("**Replacement Lender**") for such Lender, which Replacement Lender shall be an Eligible Assignee and, in the event the Replacement Lender is to replace an Affected Lender described in the preceding clause (iv), such Replacement Lender consents to the requested consent, amendment, waiver or modification making the replaced Lender an Affected Lender. In the event Administrative Borrower or Administrative Agent, as applicable, obtains a Replacement Lender within ninety (90) days following notice of its intention to do so, the Affected Lender shall sell, at par, and assign all of its Loans and funding commitments hereunder to such Replacement Lender in accordance with the procedures set forth in Section 12.6(a); *provided* that (i) Borrowers shall have reimbursed such Lender for its increased costs and additional payments for which it is entitled to reimbursement under Sections 2.3(e), 2.8 or 2.9, as applicable, of this Agreement through the date of such sale and assignment and (ii) Borrowers shall pay to Administrative Agent the \$3,500 processing fee in respect of such assignment. In the event that a replaced Lender does not execute an Assignment Agreement pursuant to Section 12.6(a) within five (5) Business Days after receipt by such replaced Lender of notice of replacement pursuant to this Section 12.6(c) and presentation to such replaced Lender of an Assignment Agreement evidencing an assignment pursuant to this Section 12.6(c), such replaced Lender shall be deemed to have consented to the terms of such Assignment Agreement, and any such Assignment Agreement executed by Administrative Agent, the Replacement Lender and, to the extent required pursuant to Section 12.6(a), Borrowers, shall be effective for purposes of this Section 12.6(c) and Section 12.6(a). Upon any such assignment and

payment, such replaced Lender shall no longer constitute a “Lender” for purposes hereof, other than with respect to such rights and obligations that survive termination as set forth in Section 12.1.

(d) Credit Party Assignments.

No Credit Party may assign, delegate or otherwise transfer any of its rights or other obligations hereunder or under any other Credit Document without the prior written consent of Administrative Agent and each Lender (other than pursuant to a merger or consolidation permitted by this Agreement).

(e) Pro Rata Sharing.

Without limiting the provisions of Sections 8.4 or 8.5, and except as otherwise provided herein or in the Fee Letter Agreements, if any Lender receives any payment (whether voluntary or involuntary) in respect of an Obligation in excess of its Pro Rata Share of all payments of such Obligations received by all Lenders, such Lender shall purchase for cash (and the other Lenders’ entitled to a Pro Rata Share of such payment shall sell) participations in such other Lenders’ portion of such Obligations as would be necessary to cause all Lenders to share the amount so received with each such other Lender in accordance with their respective Pro Rata Share of the Obligations.

(f) Agreement Among Lenders.

Administrative Agent and the Lenders may enter into an agreement on or at any time after the Restatement Date, pursuant to which they may agree to certain voting arrangements relating to matters requiring the consent or approval of some or all of the Lenders, to pricing or yield arrangements, to the manner in which payments and proceeds are applied, and to such other matters as they may deem appropriate in their sole discretion (such agreement, an “**Agreement Among Lenders**”). Any such Agreement Among Lenders shall be binding on the parties thereto with respect to the matters addressed therein, notwithstanding any conflicting or other terms in this Agreement to the contrary. Each Person who becomes a Lender pursuant to an assignment permitted under Section 12.6(a) shall be bound by the terms of each such agreement as if such Person was an original party thereto to the extent there is an Agreement Among Lenders in effect.

Section 12.7 Headings.

Headings and captions used in the Credit Documents (including the Exhibits, Schedules and Annexes hereto and thereto) are included for convenience of reference only and shall not be given any substantive effect.

Section 12.8 Confidentiality.

Administrative Agent and each LC Issuer and Lender shall hold all Information (as defined below) confidential in accordance with such Person’s customary procedures for handling information of such nature, except that disclosure of such Information may be made (a) to their Related Parties and their respective insurance industry associations, equity holders, partners,

controlling persons, investors and potential investors, special purpose vehicles (including the investors or prospective investors therein), joint venture partners (including the investors or prospective investors therein), investment advisors, financing sources and portfolio management servicers, in each case, who (x) are informed of the confidential nature of such information and instructed to keep such information confidential and (y) (1) are subject to customary confidentiality obligations of professional practice or (2) agree to be bound by the terms of this Section 12.8; provided, that such disclosing Person shall be responsible for the compliance of its disclosees under this clause (a) with this Section 12.8, (b) to prospective transferees or purchasers of any interest in the Loans (so long as such prospective transferee or purchaser (A) is an Eligible Assignees and (B) unless the Administrative Borrower otherwise previously agrees in writing, is not Disqualified Institution), Administrative Agent, LC Issuer or a Lender (except for a Disqualified Institution), and to prospective contractual counterparties (or the professional advisors thereto) in Swap Contracts permitted hereby; provided, however, that any such Persons enter into, or are bound by, obligations of confidentiality substantially the same as those in this Section, (c) as required by Law, subpoena, judicial order or similar order and in connection with any Litigation in connection with any Credit Document or any Credit Party or their Subsidiaries (in which case, Administrative Agent or such Lender agree, to the extent practicable and not prohibited by applicable Law, to inform Administrative Borrower promptly thereof), (d) as may be required in connection with the examination, audit or similar investigation of such Person, (e) required to be made by Administrative Agent or Lenders to any regulatory or governmental agency or pursuant to legal process (in which case, Administrative Agent or such Lender agree, to the extent practicable and not prohibited by applicable Law, to inform Administrative Borrower promptly thereof, except in the case of routine regulatory examinations), (f) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (g) in connection with filings required or customary to comply with the filing requirements of any stock exchange, the Securities and Exchange Commission or similar regulatory agencies, (h) on a confidential basis, to rating agencies if requested or required by such agencies in connection with rating or credit estimate relating to the Loans or Commitments hereunder and (i) to a funding or financing source (or potential funding or financing source) in connection with the pledge of the Loans as collateral security for loans to a Lender. Notwithstanding the foregoing, Administrative Agent, each LC Issuer and each Lender agree that no disclosure may under any circumstance be made to a Disqualified Institution, regardless of capacity.

The obligations of Administrative Agent and Lenders under this Section 12.8 shall supersede and replace the obligations of Administrative Agent and Lenders under any confidentiality agreement in respect of this financing executed and delivered by Administrative Agent or any Lender prior to the date hereof.

For purposes of this Section 12.8, “**Information**” means all information received from any Borrower or any of its Subsidiaries relating to any Borrower or any of their Subsidiaries or any of their respective businesses, other than any such information that is available to Administrative Agent, any Lender or any LC Issuer on a nonconfidential basis prior to disclosure by any Borrower or any of their Subsidiaries and Information disclosed to such Person by a Person other than a Credit Party or a Restricted Subsidiary, so long as Administrative Agent does not have

actual knowledge that such Person is prohibited from disclosing such information; provided that, in the case of information received from Borrowers or any of its Subsidiaries after the Restatement Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 12.9 Waiver of Consequential and Other Damages.

To the fullest extent permitted by applicable Law, no Credit Party shall assert, and each Credit Party that is a party to this Agreement, on behalf of itself and each of its Subsidiaries, hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan, Letter of Credit or Support Agreement or the use of the proceeds thereof (*provided* that nothing herein shall relieve the Credit Parties of their obligations to indemnify the Indemnitees for any such damages incurred to third parties pursuant to Section 9.2). No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.

Section 12.10 GOVERNING LAW; SUBMISSION TO JURISDICTION.

THIS AGREEMENT, EACH NOTE AND EACH OTHER CREDIT DOCUMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS EXCEPT TO THE EXTENT NECESSARY TO ENFORCE RIGHTS AGAINST THE COLLATERAL. EACH PARTY HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH PARTY HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

Section 12.11 WAIVER OF JURY TRIAL.

EACH OF THE CREDIT PARTIES HERETO (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES), ADMINISTRATIVE AGENT AND LENDERS HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF THE CREDIT PARTIES HERETO (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES), ADMINISTRATIVE AGENT AND EACH LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE CREDIT PARTIES HERETO (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES), ADMINISTRATIVE AGENT AND EACH LENDER WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

Section 12.12 Publication; Advertisement.

(a) Publication. No Credit Party will directly or indirectly publish, disclose or otherwise use in any public disclosure, advertising material, promotional material, press release or interview, any reference to the name, logo or any trademark of Blue Owl, any Lender or any of their respective Affiliates or any reference to this Agreement or the financing evidenced hereby, in any case except (i) as required by Law, subpoena or judicial or similar order, in which case the applicable Credit Party shall give Administrative Agent and each referenced Lender prior written notice of such publication or other disclosure or (ii) with Blue Owl's and each referenced Lender's prior written consent (not to be unreasonably withheld, conditioned or delayed).

(b) Advertisement. (i) Each Lender and each Credit Party (subject to clause (ii) of this paragraph) hereby authorizes Blue Owl to publish the name of any Credit Party (but not the name of any Lender without the consent, not to be unreasonably withheld, conditioned or delayed, of such Lender), the existence of the financing arrangements referenced under this Agreement, the primary purpose and/or structure of those arrangements, the amount of credit extended under each facility, the title and role of each party to this Agreement, and the total amount of the financing evidenced hereby in any "tombstone", comparable advertisement or press release which Blue Owl elects to submit for publication. In addition, each Lender and each Credit Party agrees that Blue Owl may provide lending industry trade organizations with information necessary and customary for inclusion in league table measurements after the Restatement Date. (ii) Blue Owl shall provide Administrative Borrower with an opportunity to review and confer with Blue Owl regarding the contents of any such tombstone, advertisement or information, as applicable, prior to its submission for publication, and Administrative

Borrower's prior written consent (which may for this purpose be effected via email) shall be required with respect to any of the foregoing publications (such consent not to be unreasonably withheld, conditioned or delayed).

Section 12.13 Counterparts; Integration.

This Agreement and the other Credit Documents may be signed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement and the other Credit Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Agreement or any other Credit Document by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

Section 12.14 Currency Indemnity.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Credit Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Credit Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which Administrative Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by Administrative Agent of the amount due, the Borrowers shall, on the date of receipt by Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by Administrative Agent is the amount then due under this Agreement or such other Credit Document in the Currency Due. If the amount of the Currency Due which Administrative Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrowers shall indemnify and save Administrative Agent and Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Credit Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Credit Document or under any judgment or order.

Section 12.15 No Strict Construction.

The parties hereto 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 hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 12.16 USA PATRIOT Act Notice.

(a) Any Lender that is subject to the PATRIOT Act (as hereinafter defined) and Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Credit Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “**PATRIOT Act**”), it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender or Administrative Agent, as applicable, to identify each Credit Party in accordance with the PATRIOT Act. The Credit Parties shall, promptly following a request by Administrative Agent or any Lender, provide all documentation and other information that Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and Anti-Terrorism Laws or Anti-Money Laundering Laws, including the PATRIOT Act.

(b) If Administrative Agent has ascertained the identity of a Credit Party or any authorized signatories of a Credit Party for the purposes of applicable Anti-Terrorism Laws or Anti-Money Laundering Laws, then Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a “written agreement” in such regard between each Lender and Administrative Agent within the meaning of applicable Anti-Terrorism Laws or Anti-Money Laundering Laws; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Section 12.17 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any the applicable Resolution Authority.

Notwithstanding anything else to the contrary, any such write-down or conversion pursuant to this Section 12.17 having the effect of reducing a Lender's effective Commitments hereunder shall commensurately reduce the fees payable to such Lender in respect of its Commitments.

Section 12.18 Restatement of Original Credit Agreement. The parties hereto agree that, on the Restatement Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:

(a) the Original Credit Agreement shall be deemed to be amended and restated in its entirety in the form of this Agreement;

(b) all "Obligations" (including, without limitation, all prior loans or advances made to the Borrower by the Lenders) outstanding pursuant to the Original Credit Agreement (and as defined therein) (the "**Original Obligations**") shall, to the extent not paid or exchanged for Loans hereunder on the Restatement Date, in all respects be continuing and shall be deemed to be Obligations outstanding hereunder;

(c) each Credit Party (i) reaffirms its obligations under each Credit Document (as defined in the Original Credit Agreement) to which it is a party (including all Security Documents (as defined in the Original Credit Agreement)), as amended, supplemented or otherwise modified or replaced by the Agreement and by any other Credit Document delivered on the Restatement Date, (ii) confirms its grant of a security interest and Lien under the Security and Pledge Agreement and each of the other Security Documents to which it is a party, (iii) to the extent that the original grant of such security interest in and Lien upon the Collateral in which a security interest was to be granted pursuant to the Security Documents (as defined in the Original Credit Agreement) to which it is a party for any reason did not effectuate the grant of a security interest in favor of Administrative Agent, for the benefit of itself, the Lenders and the other secured parties, securing the Obligations, grants under such Security Documents to which it is a party, on the date hereof a security interest and Lien in all such Collateral to secure the Obligations, but such grant is granted solely in accordance with, and in each case subject to the terms and conditions of (including the Credit Parties' rights with respect to releases and other terms), each such Security Document and (iv) acknowledges and agrees that its obligations under each Ancillary Agreement to which it is a party remain in full force and effect and that it shall continue to comply with, and be subject to all of the terms, provisions, conditions, covenants, agreements and obligations thereof notwithstanding the Restatement (except to the extent modified by Section 12.18(f));

(d) the Original Obligations, together with any and all additional Obligations incurred by any Credit Party hereunder or under any other Credit Documents, shall continue to be secured by all Liens provided in connection with the Original Credit Agreement as and to the extent provided in, and subject to the terms of, this Agreement, the Ancillary Agreements and the other Credit Documents (and from and after the Restatement Date, shall be secured by all Liens provided in connection with this Agreement, the Ancillary Agreements and the other Credit Documents, in each case, as and to the extent provided for therein);

(e) each Credit Party acknowledges and agrees that on or prior to the Restatement Date, (i) to the best of such Credit Party's knowledge, no Credit Party has taken any action to terminate or impair any agreement listed on Schedule 1.1(b) to which it is a party (such agreements on Schedule 1.1(b), in each case as in effect on the date of such agreement, collectively, the “**Third Party Agreements**”) other than, with respect to any subordination agreement included on Schedule 1.1(b), solely through the repayment of the subordinated obligations specified therein in accordance with the terms of such Third Party Agreement or as permitted under the terms and conditions of the Original Credit Agreement (or as consented to by the Required Lenders (as defined in the Original Credit Agreement) prior to the Restatement Date), (ii) no Credit Party is aware (without any independent investigation) of any circumstances or actions by any Person that is party to a Third Party Agreement that is not a Credit Party or an Affiliate of a Credit Party to terminate or impair any such Third Party Agreement other than in accordance with the terms and conditions of such Third Party Agreement, and (iii) to the extent applicable to such Credit Party and for so long as such Third Party Agreement shall remain in full force and effect in accordance with its terms, each such Credit Party shall continue to comply with, and be subject to all of the terms, provisions, conditions, covenants, agreements and obligations contained in each Third Party Agreement to which it is a party notwithstanding the Restatement and no such Third Party Agreement shall be deemed modified by the occurrence of the Restatement (except to the extent expressly modified by this Agreement and any of the other Credit Documents entered into by any one or more of the Credit Parties, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in each case in connection with the Restatement);

(f) all references in the Credit Documents (as defined in the Original Credit Agreement) to the “Credit Agreement” (or to obligations of the Guarantors, the Borrowers, or any other Credit Party thereunder) “thereto,” “thereof,” “thereunder,” or words of like import referring to the Original Credit Agreement shall mean and be references to this Agreement (and obligations (including the Obligations) of the Guarantors, the Borrowers and any other Credit Party hereunder);

(g) the parties acknowledge and agree that this Agreement and the other Credit Documents do not constitute a novation or termination of the Original Obligations and that all such Original Obligations, including all accrued and unpaid interest thereon and fees with respect thereto (to the extent not otherwise paid in accordance with Section 2.1), are in all respects continued and are outstanding as Obligations under this Agreement with only the terms being modified from and after the Restatement Date as provided in this Agreement and the other Credit Documents;

(h) the Credit Parties acknowledge that this Agreement does not constitute a waiver by any Lender or any Agent of any Default or Event of Default under the Original Credit Agreement;

(i) the Borrower and the Lenders that are Existing Lenders acknowledge and agree that all Existing Revolving Commitments and undrawn Delayed Draw Term Loan Commitments (as defined in the Original Credit Agreement) shall be terminated upon the effectiveness of the exchanges described in Section 2.1(a) and Section 2.1(c), respectively, on the Restatement Date;

(j) the Borrower and Lenders that are Existing Lenders acknowledge and agree that proceeds of certain Term Loans funded on the Restatement Date will be applied to repay or exchange Existing Term Loans and Existing Revolving Loans, respectively, of certain Existing Lenders and the Borrower directs the Administrative Agent and the applicable Existing Lenders and Lenders to settle such fundings and repayments on a book entry basis to the extent such settlements are to be done on a cashless basis as provided in Section 2.1; and

(k) Upon Associations' reasonable request therefore, the Administrative Agent shall provide Association with a written schedule or other accounting of such settlements.

[Signature Pages Follow]