

SENIOR SECURED CREDIT AGREEMENT

Dated as of March [], 2024

by and among

RIVERSIDE ASSESSMENTS, LLC,
as a Borrower,

RIVERSIDE ASSESSMENTS INTERMEDIATE, LLC,
as Holdings,

THE LENDERS,
from time to time party hereto,

and

BMO BANK N.A.,
as Administrative Agent and Collateral Agent

BMO BANK N.A. and [],
as Joint Lead Arrangers and Joint Bookrunners

TABLE OF CONTENTS

(Continued)

Section Page

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01	Defined Terms	1
1.02	Other Interpretive Provisions	69
1.03	Accounting Terms	70
1.04	Rounding	71
1.05	Times of Day	71
1.06	Letter of Credit Amounts	72
1.07	Limited Condition Transactions	72
1.08	Cashless Rollovers	73
1.09	Rates	73

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01	The Loans	73
2.02	Borrowings, Conversions and Continuations of Loans	74
2.03	Letters of Credit	76
2.04	Borrower Representative	81
2.05	Prepayments	82
2.06	Termination or Reduction of Commitments	86
2.07	Repayment of Loans	87
2.08	Interest	89
2.09	Fees	89
2.10	Computation of Interest and Fees	90
2.11	Evidence of Indebtedness	90
2.12	Payments Generally; Administrative Agent's Clawback	91
2.13	Sharing of Payments by Lenders	93
2.14	Increase in Commitments	93
2.15	Cash Collateral	97
2.16	Defaulting Lenders	98
2.17	Extensions of Term Loans, Revolving Credit Loans and Revolving Credit Commitments	99
2.18	Refinancing Facilities	103
2.19	Swing Loans	104

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01	Taxes	106
3.02	Illegality	109
3.03	Inability to Determine Rates; Benchmark Replacement	110
3.04	Increased Costs	112
3.05	Compensation for Losses	113
3.06	Lender Replacement	114
3.07	Survival	115

TABLE OF CONTENTS

(Continued)

Section Page

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01	Conditions Precedent to Closing Date and Initial Credit Extension	115
4.02	Conditions to All Credit Extensions	116

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.01	Existence, Qualification and Power; Compliance with Laws	117
5.02	Authorization; No Contravention	117
5.03	Governmental Authorization; Other Consents	118
5.04	Binding Effect	118
5.05	Financial Statements; No Material Adverse Effect	118
5.06	Litigation	119
5.07	Environmental Compliance	119
5.08	Ownership of Property; Liens; Investments	120
5.09	Taxes	120
5.10	Labor Matters	120
5.11	ERISA Compliance	121
5.12	Subsidiaries; Equity Interests; Loan Parties	121
5.13	Margin Regulations; Investment Company Act	122
5.14	Disclosure	122
5.15	Intellectual Property; Licenses, Etc	122
5.16	Solvency	123
5.17	Anti-Terrorism Laws; USA Patriot Act	123
5.18	FCPA; Anti-Corruption Laws	123
5.19	Validity, Priority and Perfection of Security Interests in the Collateral	124
5.20	[Reserved]	124
5.21	Use of Proceeds	124

ARTICLE VI
AFFIRMATIVE COVENANTS

6.01	Financial Statements	124
6.02	Certificates; Other Information	125
6.03	Notices	127
6.04	Payment of Taxes	127
6.05	Preservation of Existence, Etc	127
6.06	Maintenance of Properties	127
6.07	Maintenance of Insurance	127
6.08	Compliance with Laws	128
6.09	Books and Records	128
6.10	Inspection Rights	128
6.11	Use of Proceeds	128
6.12	Covenant to Guarantee Obligations and Give Security	129
6.13	Compliance with Environmental Laws	132
6.14	Further Assurances	132
6.15	[Reserved]	133

TABLE OF CONTENTS

(Continued)

<u>Section</u>	<u>Page</u>
6.16	Conditions Subsequent to the Closing Date..... 133
6.17	Unrestricted Subsidiaries 133
6.18	USA Patriot Act; Anti-Terrorism Laws 134
6.19	Foreign Corrupt Practices Act; Sanctions 134
6.20	Fiscal Year 135
6.21	Plan Compliance 135

ARTICLE VII
NEGATIVE COVENANTS

7.01	Liens..... 135
7.02	Indebtedness..... 139
7.03	Investments 146
7.04	Fundamental Changes..... 149
7.05	Dispositions 150
7.06	Restricted Payments..... 153
7.07	Change in Nature of Business..... 155
7.08	Transactions with Affiliates..... 155
7.09	Burdensome Agreements 156
7.10	Financial Covenant 157
7.11	Amendments of Organizational Documents..... 158
7.12	Voluntary Prepayments, Amendments, Etc. of Indebtedness..... 158
7.13	Holding Company Status 159
7.14	Sanctions and other Anti-Terrorism Laws 160

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01	Events of Default 160
8.02	Remedies Upon Event of Default 163
8.03	Application of Funds..... 163

ARTICLE IX
AGENTS

9.01	Authorization and Action..... 164
9.02	Agent’s Reliance, Etc..... 165
9.03	No Reliance on Agent’s Customer Identification Program 165
9.04	Lender Credit Decision 165
9.05	Indemnification of Agents 166
9.06	Successor Agents 166
9.07	Arrangers Have No Liability 167
9.08	Administrative Agent May File Proofs of Claim..... 167
9.09	Collateral and Guaranty Matters 168
9.10	Withholding Tax 169
9.11	Exculpatory Provisions 169
9.12	Delegation of Duties 170
9.13	Certain ERISA Matters 170
9.14	Additional Secured Parties..... 171
9.15	Erroneous Payments..... 171

TABLE OF CONTENTS

(Continued)

<u>Section</u>	<u>Page</u>
ARTICLE X MISCELLANEOUS	
10.01	Amendments, Etc..... 172
10.02	Notices and Other Communications; Facsimile Copies..... 175
10.03	No Waiver; Cumulative Remedies 177
10.04	Expenses; Indemnity; Damage Waiver; No Liability of the L/C Issuers..... 177
10.05	Payments Set Aside..... 180
10.06	Successors and Assigns..... 180
10.07	Treatment of Certain Information; Confidentiality; Publicity 190
10.08	Right of Setoff 192
10.09	Interest Rate Limitation 192
10.10	Release of Collateral 192
10.11	Customary Intercreditor Agreements..... 193
10.12	Counterparts; Integration; Effectiveness; Electronic Execution of Documents..... 193
10.13	Survival of Representations and Warranties 194
10.14	Severability 194
10.15	USA Patriot Act Notice; Certifications From Banks and Participants 195
10.16	Governing Law; Jurisdiction; Etc 195
10.17	Waiver of Jury Trial..... 196
10.18	ENTIRE AGREEMENT..... 196
10.19	CUSTOMARY INTERCREDITOR AGREEMENT 196
10.20	Judgment Currency 197
10.21	No Advisory or Fiduciary Responsibility 197
10.22	Acknowledgement and Consent to Bail-In of Affected Financial Institutions 198
10.23	Acknowledgement Regarding Any Supported QFC..... 198

TABLE OF CONTENTS
(Continued)

SCHEDULES

1.01	Excluded Subsidiaries
2.01	Commitments and Applicable Percentages
5.03	Certain Authorizations
5.07	Environmental Matters
5.08(c)	Owned Real Property
5.09	Taxes
5.12	Subsidiaries and Other Equity Investments; Loan Parties
6.12	Mortgaged Property
6.16	Conditions Subsequent to the Closing Date
7.01(b)	Existing Liens
7.02(h)	Existing Indebtedness
7.03(f)	Existing Investments
7.05(s)	Dispositions
7.08(i)	Transactions with Affiliates
10.02	Administrative Agent's Office, Certain Addresses for Notices

EXHIBITS

A	Borrowing Notice
B	Intercompany Note
C-1	Term Note
C-2	Revolving Credit Note
C-3	Swingline Note
D	Compliance Certificate
E	Assignment and Assumption
F	Subsidiary Guaranty
G	Solvency Certificate
H	Sponsor Permitted Assignee Assignment and Assumption
I-1	Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)
I-2	Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Not Partnerships for U.S. Federal Income Tax Purposes)
I-3	Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)
I-4	Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)
J	Prepayment Notice

SENIOR SECURED CREDIT AGREEMENT

This SENIOR SECURED CREDIT AGREEMENT is dated as of March [], 2024 (this “*Agreement*”), by and among Riverside Assessments, LLC, a Delaware limited liability company (“*Riverside Assessments*” and, together with each other Person that becomes a borrower hereunder by execution of a joinder hereto, collectively, the “*Borrowers*” and, each, a “*Borrower*”), Riverside Assessments Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), BMO Bank N.A. (“*BMO*”), as Administrative Agent and Collateral Agent, and [Bank of Montreal] as a Swing Lender. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Section 1.01.

PRELIMINARY STATEMENTS:

(1) Subject to the terms and conditions contained herein, the Borrowers requested that (a) the Term Lenders make term loans to the Borrowers on the Closing Date in an original aggregate principal amount equal to \$207,500,000 and (b) the Revolving Credit Lenders make revolving loans to the Borrowers and, in the case of the L/C Issuers, issue Letters of Credit for the account of the Borrowers, and in the case of Swing Lenders, make Swing Loans to the Borrower, pursuant to a revolving credit facility (with a sub-facility for Letters of Credit and Swing Loans) in an aggregate principal amount equal to \$30,000,000, in each case, the proceeds of which shall be used as set forth in Section 6.11.

(2) The Term Lenders and the Revolving Credit Lenders have indicated their willingness to so lend, each of the Swing Lenders have indicated their willingness to make Swing Loans, and each of the L/C Issuers have indicated their willingness to so issue Letters of Credit, in each case, on the terms and subject to the conditions set forth herein, including the granting of Liens on Collateral pursuant to the Collateral Documents and the making of the guarantees pursuant to the Guaranties.

In consideration of the premises, provisions, covenants and mutual agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Lenders and L/C Issuers are willing to extend such credit to the Borrowers on the terms and express conditions set forth herein, and accordingly the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

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

“*Acquired Entity*” means a Person the excess of 50.0% of the Equity Interests of which are acquired in connection with a Permitted Acquisition or other acquisition permitted hereunder.

“*Additional Lender*” has the meaning specified in Section 2.18.

“*Administrative Agent*” means BMO, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“*Administrative Agent’s Office*” means the Administrative Agent’s address and, as appropriate, the account maintained by the Administrative Agent which BMO as the Administrative Agent may from time to time notify to the Borrower Representative and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in substantially the form provided by the Administrative Agent.

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

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent and each, individually, an “**Agent**”.

“**Aggregate Commitments**” means the Commitments of all the Lenders.

“**Aggregate Revolving Credit Commitments**” means the Revolving Credit Commitments of all the Revolving Credit Lenders.

“**Agreement**” has the meaning specified in the introductory paragraph hereto.

“**Alternate Base Rate**” means for any day a fluctuating rate per annum equal to the highest of (a) the rate of interest last quoted by The Wall Street Journal (or another national publication selected by the Administrative Agent) as the U.S. “Prime Rate”, (b) the sum of the Overnight Bank Funding Rate in effect on such day plus 1/2 of 1.00% per annum, (c) the sum of Daily Simple SOFR in effect on such date plus 1.00%, so long as Daily Simple SOFR is offered, ascertainable and not unlawful, and (d) the Floor. Any change in the Alternate Base Rate due to a change in the Overnight Bank Funding Rate, or Daily Simple SOFR shall be effective from and including the effective date of such change in the Overnight Bank Funding Rate, or Daily Simple SOFR, respectively.

“**Alternate Base Rate Loan**” means a Loan that bears interest based on the Alternate Base Rate.

“**Alternate Source**” has the meaning specified in the definition of Overnight Bank Funding Rate.

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

“**Anti-Money Laundering Laws**” means, collectively, all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended, and its implementing regulations, and the applicable anti-money laundering statutes, as amended, and rules and regulations thereunder.

“**Anti-Terrorism Laws**” means any Law in force related to terrorism, money laundering, or Sanctions, including the Bank Secrecy Act, 31 U.S.C. § 5311 et seq., the USA PATRIOT Act, the International Emergency Economic Powers Act, 50 U.S.C. 1701, et. seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et seq., 18 U.S.C. § 2332d, and 18 U.S.C. § 2339b.

“**Applicable Margin**” means:

(a) with respect to Term Loans and the Revolving Credit Facility, (i) for the period commencing on the Closing Date and continuing through the last day of the Fiscal Quarter ended

June 30, 2024, a rate per annum equal to (x) 4.25%, in the case of Alternate Base Rate Loans, and (y) 5.25%, in the case of SOFR Loans, and (ii) thereafter, subject to the paragraph below, the applicable interest rates in effect from time to time determined as set forth based upon the applicable Consolidated First Lien Net Leverage Ratio then in effect pursuant to the appropriate column under the table below:

Pricing Level	Consolidated First Lien Net Leverage Ratio	Applicable Margin for Alternate Base Rate Loans	Applicable Margin for SOFR Loans
I	> 4.50:1.00	4.25%	5.25%
II	≤ 4.50:1.00 and > 4.00:1.00	4.00%	5.00%
III	≤ 4.00:1.00	3.75%	4.75%

(b) with respect to commitment fees payable in respect of Revolving Credit Commitments, a rate per annum equal to 0.50%.

The Applicable Margin shall be adjusted from time to time following the delivery to the Administrative Agent of the financial statements for the most recently ended Fiscal Quarter required to be delivered pursuant to Sections 6.01(a) and (b) accompanied by a Compliance Certificate with a written calculation of the Consolidated First Lien Net Leverage Ratio; provided that, for the avoidance of doubt and notwithstanding the foregoing, for purposes of clause (a)(ii) above, the Applicable Margin shall be adjusted only after the financial statements and Compliance Certificate (with a written calculation of the Consolidated First Lien Net Leverage Ratio) are delivered to the Administrative Agent for the Fiscal Quarter ended June 30, 2024. If such calculation indicates that the Applicable Margin shall increase or decrease, then on the first Business Day of the calendar month immediately following the calendar month in which such financial statements and a Compliance Certificate with such written calculation are delivered to Agent, the Applicable Margin shall be adjusted in accordance therewith. Notwithstanding the foregoing, the Applicable Margin in respect of any Class of Extended Revolving Credit Commitments, Incremental Revolving Credit Commitments, Refinancing Revolving Credit Commitments, Refinancing Term Loans and any Incremental Term Loans, Extended Term Loans or Revolving Credit Loans made pursuant to any Extended Revolving Credit Commitments, Incremental Revolving Credit Commitments or Refinancing Revolving Credit Commitments shall be the applicable percentages per annum set forth in the relevant Incremental Commitment Amendment, Refinancing Amendment or Extension Agreement.

Notwithstanding the foregoing, if the Borrower Representative fails to deliver any financial statement or Compliance Certificate required to be delivered pursuant to Section 6.01 or 6.02, in each case, within the time periods specified therein for such delivery, during the period commencing on and including the day after such financial statement or Compliance Certificate was required to be delivered, and until the delivery of such financial statements or Compliance Certificate, as applicable, then the Applicable Margin shall, at the option of the Administrative Agent or the Required Lenders, conclusively equal the Applicable Margin set forth above under Pricing Level I.

In the event that any financial statement or Compliance Certificate delivered pursuant to Section 6.01 or 6.02 is inaccurate, and such inaccuracy, if corrected, would have led to the imposition of a higher Applicable Margin for any period than the Applicable Margin applied for that period, then (A) the Borrower Representative shall immediately deliver to Administrative Agent a corrected financial statement and a corrected Compliance Certificate for that period (the “*Corrected Financials Date*”), (B) the Applicable

Margin shall be determined based on the corrected Compliance Certificate for that period, and (C) the Borrowers shall promptly and in any event within five (5) Business Days (or such longer period as agreed to by Administrative Agent in its sole discretion) pay to Administrative Agent (for the account of the Lenders that hold the Loans at the time such payment is received, regardless of whether those Lenders held the Loans during the relevant period) the accrued additional interest owing as a result of such increased Applicable Margin for that period; provided, that for the avoidance of doubt, such deficiency shall be due and payable as at such Corrected Financials Date (or such later time as agreed to by Administrative Agent in its sole discretion) and no Default or Event of Default under Section 8.01(a) shall be deemed to have occurred with respect to such deficiency prior to such date.

“Applicable Percentage” means, (a) in respect of any Term Facility, with respect to any Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Term Facility represented by the principal amount of such Term Lender’s Term Loans under such Term Facility at such time, (b) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time, (c) in respect of the Letter of Credit Sublimit, with respect to any L/C Issuer at any time, the percentage (carried out to the ninth decimal place) of the Letter of Credit Sublimit represented by the principal amount of such L/C Issuer’s Commitment with respect to the Letter of Credit Sublimit at such time, and (d) in respect of the Swingline Sublimit, with respect to any Swing Lender at any time, the percentage (carried out to the ninth decimal place) of the Swingline Sublimit represented by the principal amount of such Swing Lender’s Swingline Commitment at such time. If the Revolving Credit Commitments of the Revolving Credit Lenders have been terminated pursuant to Section 8.02, or if the Aggregate Commitments have expired, then the Applicable Percentage of each Revolving Credit Lender of each Class shall be determined based on the Applicable Percentage of such Revolving Credit Lender of such Class most recently in effect, giving effect to any subsequent assignments.

The initial Applicable Percentage of each Term Lender in respect of the Term Facility is set forth opposite the name of such Term Lender on Schedule 2.01 under the caption “Term Loan Commitment”, as of the date hereof or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable. The initial Applicable Percentage of each Revolving Credit Lender as of the date hereof in respect of the Revolving Credit Facility is set forth opposite the name of such Revolving Credit Lender on Schedule 2.01 under the caption “Revolving Credit Commitment” or in the Assignment and Assumption pursuant to which such Revolving Credit Lender becomes a party hereto, as applicable. The initial Applicable Percentage of each L/C Issuer as of the date hereof in respect of the Letter of Credit Commitment is set forth opposite the name of such L/C Issuer on Schedule 2.01 under the caption “Letter of Credit Commitment” or in the Assignment and Assumption pursuant to which such L/C Issuer becomes a party hereto, as applicable.

“Appropriate Lender” means, at any time, (a) with respect to any Term Facility or the Revolving Credit Facility, a Lender that has a Commitment or outstanding Loans with respect to such Facility at such time, and (b) with respect to the Letter of Credit Sublimit, (i) an L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Revolving Credit Lenders.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means BMO and [], in their respective capacities as joint lead arrangers and joint bookrunners.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party, if any, whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent (as required by Section 10.06(g)), in substantially the form of Exhibit E or any other form approved from time to time by the Administrative Agent and the Borrower Representative, in their reasonable discretion.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capitalized Lease.

“Availability Period” means, in the case of the Revolving Credit Facility, the period from and including the Closing Date to the Maturity Date for such Facility.

“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 clause (iv) of Section 3.03(c).

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

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law 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 Product” means any of the following bank products and services provided by any Bank Product Provider: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) store value cards and (c) depository, cash management, and treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

“Bank Product Agreement” means any agreement entered into by a Borrower or any Restricted Subsidiary with a Bank Product Provider in connection with Bank Products that has been designated by such Bank Product Provider and the Borrower Representative, by a written notice to the Administrative Agent, as a Bank Product Agreement hereunder.

“Bank Product Obligations” means any and all of the obligations of any Borrower and any Restricted Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Bank Products provided pursuant to a Bank Product Agreement.

“Bank Product Provider” means any Person in its capacity as a party to a Bank Product Agreement; provided, that if such Person is not an Arranger, the Administrative Agent, the Collateral Agent or a Lender, such Person shall execute and deliver to the Administrative Agent, the Collateral Agent and the Borrower a letter agreement in form and substance reasonably satisfactory to the Administrative Agent, the Collateral Agent and the Borrower pursuant to which such Person (a) appoints the Administrative Agent and the Collateral Agent, as applicable, as its agent under the applicable Loan Documents and (b) agrees to be bound by Sections 10.04, 10.07, 10.16 and 10.17 and ARTICLE IX as if it were a Lender.

“Benchmark” means, initially, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to Term SOFR or the then-current Benchmark, as applicable, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(c).

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

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower Representative 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 U.S. 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 Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, which shall be set at zero.

“Benchmark Replacement Date” means the earlier 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 a Governmental Authority having jurisdiction over the Administrative Agent, 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) or a Governmental Authority having jurisdiction over the Administrative Agent, 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 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 Loan Document in accordance with Section 3.03(c) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(c).

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership pursuant to the Beneficial Ownership Regulation and in form reasonably acceptable to the Administrative Agent.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230, as amended.

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

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“BMO” has the meaning specified in the preamble.

“Borrower” and **“Borrowers”** have the meaning specified in the preamble.

“Borrower Materials” has the meaning specified in Section 10.02.

“Borrower Representative” has the meaning specified in Section 2.04.

“Borrowing” means a Revolving Credit Borrowing or a Term Borrowing, as the context may require.

“Borrowing Notice” means a written notice of (a) a Term Borrowing, (b) a Revolving Credit Borrowing, (c) a conversion of Loans from one Type to the other, and (d) a continuation of SOFR Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A and such other form as may be approved by the Administrative Agent and the Borrower Representative, in their reasonable discretion, including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent and the Borrower Representative, appropriately completed and signed by a Responsible Officer of the Borrower Representative.

“Business Day” means any day that is not a Saturday, Sunday or other day of the year on which commercial banks in New York, New York are not authorized or required by law to close; provided that the term “Business Day” shall also exclude, if the applicable Business Day relates to any SOFR Loans, any day which is not a U.S. Government Securities Business Day.

“Capital Expenditures” means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations) or in respect of any capitalized software development.

“Capitalized Leases” means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

“Cash Collateralize” means, in respect of any L/C Obligations, that such L/C Obligations are secured by a first priority perfected security interest in a deposit account maintained with the Collateral Agent in an amount not less than 103.00% of the amount of such Obligations, which deposit account shall be under the sole dominion and control of the Collateral Agent for the benefit of the Lenders and the L/C Issuers, and which security interest and all arrangements related thereto shall be evidenced by such instruments and agreements and shall otherwise be on such terms as the Collateral Agent and the applicable L/C Issuer may reasonably require. Derivatives of the term “Cash Collateralize” shall have corresponding meanings.

“Cash Equivalents” means any of the following types of Investments:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) readily marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case having maturities of not more than 360 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1,000,000,000, in each case with maturities of not more than 360 days from the date of acquisition thereof;

(d) commercial paper in an aggregate principal amount of no more than \$1,000,000 per issuer outstanding at any time issued by any Person organized under the laws of any state of the United States of America or the District of Columbia and rated at least “Prime-2” (or the then equivalent grade) by Moody’s or at least “A-2” (or the then equivalent grade) by S&P, in each case with maturities of not more than 270 days from the date of acquisition thereof;

(e) Investments, classified in accordance with GAAP as Current Assets of any Borrower or any Restricted Subsidiary, in money market investment programs registered under the Investment Company Act of 1940, as amended from time to time, which are administered by financial institutions that have one of the two highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(f) other short-term investments utilized by any Borrower and its Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

“Cash Netting Amount” means, as of any date of determination, the aggregate amount of the Borrowers’ and their Restricted Subsidiaries’ Unrestricted Cash Amount as of such date.

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

“CFC” means a controlled foreign corporation as defined in Section 957(a) of the Code.

“CFC Holdco” means any Subsidiary that does not own any material assets other than Equity Interests (or Equity Interests and Indebtedness) of one or more direct or indirect Foreign Subsidiaries that are CFCs.

“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 or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority. For purposes hereof, (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 an event or series of events by which:

(a) prior to a Qualifying IPO: (i) the Permitted Holders shall cease to be the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), either directly or indirectly, of at least a majority of the aggregate ordinary voting power and economic interests represented by the issued and outstanding Equity Interests of the Borrowers; or (ii) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in each of the Borrowers; or

(b) on or after a Qualifying IPO, (i) any Person (other than a Permitted Holder) or (ii) Persons (other than one or more Permitted Holders) constituting a “group” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) (excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) shall become the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 35.0% or more of the aggregate ordinary voting power and economic interests represented by the issued and outstanding Equity Interests of the Borrowers and the percentage of aggregate ordinary voting power and economic interests so held is greater than the percentage of the aggregate ordinary voting power and economic interests represented by the Equity Interests of the Borrowers beneficially owned, directly or indirectly, in the aggregate by the Permitted Holders (it being understood and agreed that for purposes of measuring beneficial ownership held by any Person that is not a Permitted Holder, equity securities held by any Permitted Holder will be excluded).

For purposes of this definition, including other defined terms used herein in connection with this definition and notwithstanding anything to the contrary in this definition or any provision of Section 13d-3 of the Exchange Act, (i) “beneficial ownership” shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act (as in effect as of the date of this Agreement), (ii) the phrase “person” or “group” is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such “person” or “group” and its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (iii) if any “person” or “group” includes one or more Permitted Holders, the issued and outstanding Equity Interests of the Borrowers directly or indirectly owned by the Permitted Holders that are part of such “person” or “group” shall not be treated as being owned by such “person” or “group” for purposes of determining whether clause (b) of this definition is triggered, (iv) a “person” or “group” shall not be deemed to beneficially own Equity Interests to be acquired by such “person” or “group” pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement and (v) a “person” or “group” shall not be deemed to beneficially own the capital stock of another Person as a result of its ownership of capital stock or other securities of such other Person’s parent (or related contractual rights) unless it owns 50.0% or more of the total voting power of the capital stock entitled to vote for the election of directors of such other Person’s parent having a majority of the aggregate votes on the board of directors of such other Person’s parent.

“**CIP Regulations**” has the meaning specified in Section 9.03 hereof.

“**Class**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, Term Loans (of a Class), Incremental Revolving Credit Loans (of a Class), Incremental Term Loans (of a Class), Refinancing Revolving Credit Loans (of a Class), Refinancing Term Loans (of a Class), Extended Term Loans (of the same Extension Series) or Extended Revolving Credit Loans (of the same Extension Series); when used in reference to any Commitment or Facility, refers to whether such Commitment, or the Commitments comprising such Facility, are Revolving Credit Commitments, Term Commitments (of a Class), Incremental Revolving Credit Commitments (of a Class), Incremental Term Commitments (of a Class), Refinancing Revolving Credit Commitments pursuant to Section 2.18 (of a Class) or an Extended Revolving Credit Commitment (of the same Extension Series); and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment of such Class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

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

“**Collateral**” means all of the “Collateral” referred to in the Collateral Documents, the Mortgaged Properties (if any) and all of the other property and assets that are or are intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

“**Collateral Agent**” means BMO in its capacity as collateral agent for the Secured Parties under any of the Loan Documents, or any successor collateral agent.

“**Collateral Documents**” means, collectively, the Security Agreement, the Intellectual Property Security Agreements, the Mortgages (if any), each of the mortgages, collateral assignments, Security Agreement Supplements, IP Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“**Commitment**” means a Term Commitment, an Incremental Term Commitment, a Revolving Credit Commitment or an Incremental Revolving Credit Commitment, as the context may require.

“**Commitment Increase**” means a Revolving Credit Commitment Increase or a Term Commitment Increase, as the context may require.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

“**Communication**” means this Agreement, any other Loan Document and any document, amendment, waiver, forbearance, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document (including any Assignment and Assumption).

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Conforming Accounting Report**” has the meaning specified in Section 6.01(a).

“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 “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.03(c) 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 Loan Documents).

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Adjusted EBITDA” means, for any period, for Holdings, the Borrowers and the Restricted Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such period plus (a) the following to the extent deducted in calculating such Consolidated Net Income (other than clauses (v), (x), (xiii), (xviii), (xx), (xxi), (xxiv), (xxv) and (xxvi) below) and without duplication:

- (i) Consolidated Interest Charges for such period;
- (ii) the provision for, payment of, or accrual of, federal, state, local and foreign taxes, including taxes on income, profits, revenue and/or capital (including any gross receipts or other similar Taxes), franchise, excise, value added and other similar taxes and foreign withholding taxes, property Taxes and similar Taxes (including any future Taxes or other levies that replace or are intended to be in lieu of Taxes, and any penalties and interest related to Taxes or arising from tax examinations), and any payments to any parent company of the Borrowers in respect of such Taxes permitted to be made hereunder;
- (iii) the total amount of depreciation and amortization expense including amortization or write-off of intangibles, unfavorable or favorable lease assets, non-cash organization costs, and deferred financing fees or costs, of such Person, including, but not limited to, the amortization of deferred financing fees or costs for such period on a consolidated basis and otherwise determined in accordance with GAAP and the amortization of OID resulting from the issuance of Indebtedness at less than par;
- (iv) (A) non-cash costs and expenses relating to any equity-based compensation or equity-based incentive plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, in each case, of the Borrowers or any Restricted Subsidiary for such period but excluding any such non-cash costs and expenses that are reasonably expected to result in, or require pursuant to GAAP, an accrual of a reserve for cash charge, costs and/or expenses in any future period, and (B) any cash costs or expenses relating to any equity-based compensation or equity-based incentive plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement in each case, of the Borrowers or any Restricted Subsidiary for such period, to the extent that such costs or expenses are funded with Net Cash Proceeds from the issuance of Equity Interests of, or a contribution to the

capital of, Holdings as cash common equity and/or Qualified Capital Stock and which are in turn contributed to a Borrower as cash common equity (other than to the extent constituting a Specified Equity Contribution);

(v) the amount of expected cost savings, operating expense reductions and expenses, other operating improvements and initiatives and synergies related to Pro Forma Events, which are either (x) projected by the Borrower Representative in good faith to result from actions with respect to which substantial steps have been, will be, or are expected to be, taken (in the good faith determination of the Borrower Representative) within twenty-four (24) months after either (1) with respect to the Transactions, the Closing Date, or (2) with respect to Pro Forma Events (other than the Transactions), such transaction (including any acquisition, Disposition or recapitalization) or initiative (including any restructurings, operating improvements or changes or cost savings or similar initiatives or contractually committed pricing initiatives) has been initiated; provided that the aggregate amount of the addback under this subclause (x), together with the aggregate amount of addbacks under clauses (ix) and (xiv) below and adjustments made pursuant to clause (B) of the first proviso in the definition of “Pro Forma Basis”, in any Test Period shall not exceed 35.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addback) (or such greater percentage approved by the Administrative Agent), or (y) determined on a basis consistent with Article 11 of Regulation S-X promulgated under the Exchange Act and as interpreted by the staff of the SEC (or any successor agency) as in effect on or prior to January 1, 2021; which, in each case, shall be added to Consolidated Adjusted EBITDA as so projected until fully realized and calculated on a Pro Forma Basis (in each case, net of actual amounts realized);

(vi) (x) the aggregate amount of all other non-cash items, write-downs, non-cash expenses, charges or losses (including (i) purchase accounting adjustments under ASC 805, (ii) deferred revenue which would reasonably have been included in determining Consolidated Net Income for such period, but for the application of purchase price accounting rules, (iii) any non-cash compensation, non-cash translation loss and non-cash expense relating to the vesting of warrants otherwise reducing Consolidated Net Income (other than with respect to the preceding clause (ii)) and (iv) adjustments resulting from the application of ASC 606) and excluding any such non-cash items, write-downs, expenses, charges or losses that are reasonably expected to result in, or require pursuant to GAAP, an accrual of a reserve for cash charge, costs and/or expenses in any future period, (y) realized losses due to foreign exchange adjustment and net non-cash exchange, translation or performance losses relating to foreign currency transactions and currency and exchange rate fluctuations and hedging activities and (z) cash charges resulting from the application of ASC 805 (including with respect to earn-outs incurred by any Borrower or any Restricted Subsidiary in connection with any Permitted Acquisition permitted hereunder);

(vii) fees, costs, accruals, payments, expenses or charges (including rationalization, legal, tax, structuring and other costs and expenses) relating to the Transactions (including fees, costs (including settlement amounts) and expenses in connection with any related litigation) or any refinancing, Investment, acquisition (including fees, costs (including settlement amounts) and expenses in connection with (i) the de-listing of public targets, (ii) compliance with public company requirements and (iii) any litigation), disposition, recapitalization, Restricted Payment, equity issuance, consolidation, restructuring (other than expenses or charges of the type set forth in clause (ix) below), recapitalization or incurrence, registration (actual or proposed), repayment (including, any unamortized fees, costs and expenses paid in cash in connection with such repayment), amendment, negotiation, modification, restatement, waiver, forbearance or other transaction cost related to Indebtedness (including, without limitation, letter of credit fees) or any refinancing of such Indebtedness or any other Pro Forma Event; in each case, whether or not permitted, consummated, or successful and including (w) in connection with any such transaction,

costs consisting of (1) cash stay bonuses paid to employees, retention, recruiting, relocation and signing bonuses and expenses, severance, stock option and other equity based expenses and (2) any reorganization costs and expenses, in each case, whether or not consummated, (x) non-operating or non-recurring professional fees, costs and expenses related thereto, (y) deferred commission or similar payments, and (z) any breakage costs incurred in connection with the termination of any hedging agreement as a result of the prepayment of Indebtedness;

(viii) (A) management fees and expenses and other transaction fees and expenses accrued, or to the extent not accrued in any prior period, paid to the Sponsor during such period by any Borrower and any Restricted Subsidiary, (B) director (including the executive chairman and any other member of the board of directors (or equivalent governing body)), board observer (or equivalent) and board advisor (or equivalent) costs, fees (including reasonable consulting fees), reasonable and documented expenses, reimbursements and indemnification payments, and (C) the amount of all fees, costs and expenses related to the engagement and/or retention of consultants;

(ix) restructuring charges, including integration charges, retention, recruiting, relocation, signing and other types of bonuses and expenses, charges or expenses in respect of stock options and other equity-based compensation expenses or incentive plans (including, in each case, payments made with respect to curtailments or modifications to pension and post-retirement employee benefit plans (including, without limitation, any payroll or employment taxes)), deferred commission or similar payments, cash stay bonuses paid to employees, severance costs, curtailments or modifications to pension and post-retirement employee benefits, business optimization expenses, reporting system and technology initiatives, information technology or infrastructure charges, operating expense reductions, operating improvements and other synergies, new systems design and implementation costs and carve-out related items, including, without limitation, any one-time expense relating to enhanced accounting function and compliance with current and future Accounting Standards Codification (including the implementation of ASC 606); provided that the aggregate amount of the addback under this clause (ix), together with the aggregate amount of addbacks under clause (v)(x) above and clause (xiv) below and adjustments made pursuant to clause (B) of the first proviso in the definition of “Pro Forma Basis”, in any Test Period shall not exceed 35.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks) (or such greater percentage approved by the Administrative Agent);

(x) charges, losses or expenses of any Borrower or any Restricted Subsidiary incurred during such period to the extent (x) deducted in determining Consolidated Net Income and (y) reimbursed or paid in cash by any person (other than any of the Borrowers or the Restricted Subsidiaries or any owners, directly or indirectly, of Equity Interests, respectively, therein) during such period (or reasonably expected to be so reimbursed within 365 days after the end of such period to the extent not accrued) pursuant to insurance (including business interruption insurance), an indemnity or guaranty or any other reimbursement agreement or arrangement in favor of any Borrower or any Restricted Subsidiary to the extent such reimbursement or payment has not been accrued (provided that (x) if not so reimbursed or received by such Borrower or such Restricted Subsidiary within such 365 day period, such expenses or losses shall be subtracted in the subsequent calculation period or (y) if reimbursed or received by such Borrower or such Restricted Subsidiary in a subsequent period, such amount shall not be permitted to be added back in determining Consolidated Adjusted EBITDA for such subsequent period);

(xi) costs and expenses related to the administration of (x) this Agreement and the other Loan Documents and paid or reimbursed to the Administrative Agent, the Collateral Agent or any of the Lenders or other third parties paid or engaged by the Administrative Agent, the Collateral

Agent or any of the Lenders or paid by any of the Loan Parties or (y) any junior secured indebtedness permitted to be incurred hereunder;

(xii) any extraordinary, unusual, infrequent or non-recurring losses, charges and expenses for such period;

(xiii) (A) amounts paid during such period with respect to cash litigation fees, costs and expenses of any Borrower and any Restricted Subsidiary, (B) to the extent not already included in determining Consolidated Net Income, the aggregate amount of net cash proceeds of liability insurance received by any Borrower or any Restricted Subsidiary during such period to the extent paid in cash with respect to cash litigation fees, costs and expenses of any Borrower and any Restricted Subsidiary for such period in an amount not to exceed the net cash proceeds of liability insurance with respect to litigation received during such period; and (C) the aggregate amount of net cash proceeds of liability insurance which is not recorded in accordance with GAAP, but for which such insurance is reasonably expected to be received by the Borrowers or any Restricted Subsidiary in a subsequent calculation period and within one year of the date of the underlying loss to the extent not already included in determining Consolidated Net Income for such period (provided, that (A) if not so reimbursed or received by the Borrowers or such Restricted subsidiary within such one-year period, such expenses or losses shall be subtracted in the subsequent calculation period or (B) if reimbursed or received by the Borrowers or such Restricted Subsidiary in a subsequent period, such amount shall not be permitted to be added back in determining Consolidated Adjusted EBITDA for such subsequent period);

(xiv) losses from disposed, abandoned or discontinued operations; provided, that the aggregate amount of the addback under this clause (xiv), together with the aggregate amount of addbacks under clauses (v)(x) and (ix) above and adjustments made pursuant to clause (B) of the first proviso in the definition of “Pro Forma Basis”, in any Test Period shall not exceed 35.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks) (or such greater percentage approved by the Administrative Agent);

(xv) net unrealized losses (x) from hedging agreements or embedded derivatives that require similar accounting treatment and the application of Accounting Standard Codification Topic 815 and related pronouncements or (y) due to foreign exchange adjustments, including, without limitation, in connection with currency and exchange rate fluctuations;

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

(xvii) the amount of any minority interest expense consisting of Subsidiary income attributable to minority Equity Interests of third parties in any non-wholly owned Subsidiary deducted in calculating Consolidated Net Income (and not added back in such period to Consolidated Net Income);

(xviii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated Adjusted EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated Adjusted EBITDA pursuant to clause (b) below for any previous period and not added back;

(xix) losses or discounts on sales of receivables and related assets in connection with any Receivables Facilities and Qualified Securitization Financings;

(xx) all adjustments that are set forth in the Sponsor Model;

(xxi) all adjustments that are set forth in any due diligence quality of earnings report made available to the Administrative Agent conducted by financial advisors or operational consultants (which financial advisors or operational consultants are nationally or regionally recognized or otherwise reasonably acceptable to the Administrative Agent (it being understood and agreed that McKinsey, Bain or any of the “Big 4” accounting firms and Wipfli LLP, Moss Adams, CBIZ, Inc. and RSM are acceptable));

(xxii) fees, costs, accruals, payments, expenses or charges relating to investments in or maintenance of systems, including reporting systems, payroll systems, customer relationship management (CRM) systems, enterprise resource planning (ERP) system(s) and/or niche financial solution(s) (including, but not limited to, project management solutions) to unify accounting applications into a single platform (including with respect to each Permitted Acquisition), support multinational accounting and reporting requirements, and comply with the application of current and future Accounting Standards Codification;

(xxiii) fees, costs and expenses incurred in connection with the Sponsor’s PeopleFirst Leadership Program; provided that the aggregate amount of the addback under this clause (xxiii), in any Test Period shall not exceed 5.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addback);

(xxiv) payments made in respect of earnouts and other contingent acquisition consideration (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, in each case, in connection with a Permitted Acquisition or permitted Investment;

(xxv) any charges, losses or expenses relating to the (A) management, M&A, back-office finance, marketing, business development and recruiting teams, incorporating new systems and other personnel that work, in each case, for the benefit of Holdings and its Restricted Subsidiaries, (B) hiring and integration of new management team and c-suite officers at the Restricted Subsidiaries or any other Person or business unit or asset group of any other Person acquired or proposed to be acquired in an Acquisition, (C) installation and/or maintenance of new or upgraded systems and (D) other types of legal, recruiting and accounting costs and expenses incurred in connection therewith; provided that the aggregate amount of the addback under this clause (xxv) in any Test Period shall not exceed 15.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addback);

(xxvi) payments to employees, directors or officers of the Borrowers and their Subsidiaries paid in connection with Restricted Payments that are otherwise permitted hereunder to the extent such payments are not made in lieu of, or as a substitution for, ordinary salary or ordinary payroll payments;

(xxvii) all fees, costs, charges and expenses related to new product and/or service offerings (including hiring, design, engineering, development, implementation and introductions) and the entry into new markets by Holdings and its Subsidiaries; provided that the aggregate amount of the addback under this clause (xxvii) in any Test Period shall not exceed (A) through the period of WJV, 20.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks) (or such greater percentage approved by the Administrative Agent), (B) in the year following the completion of WJV, 15.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks) (or such greater percentage approved by

the Administrative Agent) and (C) during each year thereafter, 10.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks) (or such greater percentage approved by the Administrative Agent); and

(xxviii) increases in deferred revenue from the beginning of such Test Period to the end of such Test Period;

and minus (b) the following to the extent included in calculating such Consolidated Net Income and without duplication:

(i) tax credits and reimbursements received by Holdings, any Borrower or any Restricted Subsidiary during such period in respect of any taxes or payments described in clause (a)(ii) above;

(ii) all non-cash items increasing Consolidated Net Income in accordance with GAAP; provided that if any non-cash items relate to potential cash-items in any future period, such Person may determine not to deduct such non-cash items in the current period;

(iii) the amount of any minority interest income consisting of Subsidiary loss attributable to minority Equity Interests of third parties in any non-wholly owned Subsidiary added to Consolidated Net Income (and not deducted in such period from Consolidated Net Income);

(iv) any net income included in Consolidated Net Income attributable to non-controlling interests pursuant to the application of Topic 810 (other than to the extent of any actual cash distributions or dividends received by any Borrower or any Restricted Subsidiary and attributable to such non-controlling interests);

(v) any amounts added to Consolidated Adjusted EBITDA pursuant to sub-clauses (a)(x) and (a)(xiii)(C) above in the prior calculation period with respect to expected reimbursements to the extent such reimbursements are not received within such 365 day period following such prior calculation period;

(vi) any non-recurring gains for such period; and

(vii) decreases in deferred revenue from the beginning of such Test Period to the end of such Test Period;

provided that, solely for purposes of calculating the Consolidated Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, and the Consolidated Secured Net Leverage Ratio, compliance with the Financial Covenant and any incurrence basket in reliance on Consolidated Adjusted EBITDA (including, but not limited to, baskets with respect to Indebtedness, Investments, Dispositions, Restricted Payments, Junior Debt Payments, Liens and Incremental Commitments), if any Pro Forma Event has occurred during any period of four (4) consecutive fiscal quarters, Consolidated Adjusted EBITDA for such period shall be calculated on a Pro Forma Basis without duplicating any amount added back pursuant to clauses (a)(i) through (xxviii) above and subject to the limitations set forth therein.

Notwithstanding the foregoing but subject to any adjustments in connection with a Pro Forma Event in accordance with the definition of Pro Forma Basis, Consolidated Adjusted EBITDA shall be deemed to be (i) \$1,149,000 for the fiscal quarter ended March 31, 2023, (ii) \$7,604,000 for the fiscal quarter ended June 30, 2023, (iii) \$23,975,000 for the fiscal quarter ended September 30, 2023, and (iv) \$10,163,000 for the fiscal quarter ended December 31, 2023.

For purposes of this definition of “Consolidated Adjusted EBITDA,” (x) “**ASC 805**” means the Financial Accounting Standards Board Accounting Standards Codification 805 (Business Combinations), issued by the Financial Accounting Standards Board in December 2007 and (y) “**ASC 606**” means the Financial Accounting Standards Board Accounting Standards Codification 805 (Revenue Recognition), issued by the Financial Accounting Standards Board in December 2014.

“**Consolidated First Lien Net Leverage Ratio**” means, as of any date of determination, the ratio of (i) Consolidated Funded Indebtedness that is secured by collateral on a first priority basis with Collateral securing the Obligations as of the last day of the most recently ended Test Period, *minus* the Cash Netting Amount as of such date, to (ii) TTM Consolidated EBITDA.

“**Consolidated Funded Indebtedness**” means, as of any date of determination, without duplication, for Holdings, the Borrowers and their Restricted Subsidiaries on a consolidated basis, the sum of (a) the outstanding principal amount of all obligations, whether current or long-term, for borrowed money (including, without limitation, the Obligations) and outstanding principal amount of all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) all purchase money Indebtedness and Attributable Indebtedness, (c) all direct obligations arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (d) all guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (c) above of Persons other than Holdings, the Borrowers or any of their Restricted Subsidiaries, (e) Indemnity Holdbacks, earn outs, deferred purchase price and other contingent acquisition consideration but only to the extent that, on and after the date that is five (5) Business Days after the date such obligation becomes due and payable, has not been paid and such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (f) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which Holdings, a Borrower or a Restricted Subsidiary is a general partner or joint venture, except for any portion of such Indebtedness that is expressly made non-recourse to Holdings, such Borrower or such Restricted Subsidiary. Notwithstanding the foregoing, in no event shall the following constitute “Consolidated Funded Indebtedness”: (i) obligations under any derivative transaction or other Swap Contract and (ii) undrawn letters of credit.

“**Consolidated Interest Charges**” means, for any period, for Holdings, the Borrowers and their Restricted Subsidiaries on a consolidated basis, the total consolidated interest expense of the Borrowers and their Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, *plus* the sum of (a) the portion of rent expense of Holdings, the Borrowers and their Restricted Subsidiaries with respect to such period under Capitalized Leases that is treated as interest in accordance with GAAP, (b) the implied interest component of any Synthetic Lease Obligation (regardless of whether accounted for as interest expense under GAAP), all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and net costs in respect of Swap Contracts constituting interest rate swaps, collars, caps or other arrangements requiring payments contingent upon interest rates of Holdings, the Borrowers and their Restricted Subsidiaries, (c) amortization of debt issuance costs, debt discount or premium and other financing fees and expenses incurred by Holdings, the Borrowers or any of their Restricted Subsidiaries for such period, (d) cash contributions to any employee stock ownership plan or similar trust made by Holdings, the Borrowers or any of their Restricted Subsidiaries to the extent such contributions are used by such plan or trust to pay interest or fees to any person (other than Holdings, the Borrowers or a wholly-owned Subsidiary which is a Restricted Subsidiary) in connection with Indebtedness incurred by such plan or trust for such period, (e) all interest paid with respect to discontinued operations of Holdings, any Borrower or any of the Restricted Subsidiaries for such period, (f) the interest portion of any deferred payment obligations of Holdings, any Borrower or any of the Restricted Subsidiaries for such period, and (g) all interest on any Indebtedness of Holdings, any Borrower or any of the Restricted Subsidiaries of the type described in clauses (e) and (h) of the definition of “Indebtedness” for such period,

provided that (x) to the extent directly and exclusively related to the consummation of the Transactions, issuance of Indebtedness costs, debt discount or premium and other financing fees and expenses shall be excluded from the calculation of Consolidated Interest Charges and (y) Consolidated Interest Charges shall be calculated immediately after giving effect to the Secured Hedge Agreements (including associated costs) intended to protect against fluctuations in interest rates, but excluding unrealized gains and losses with respect to any such Secured Hedge Agreements. For the purposes of determining the Consolidated Interest Charges, for any period, such determination shall be made on a Pro Forma Basis to give effect to any Indebtedness (other than Indebtedness incurred for ordinary course working capital needs under ordinary course revolving credit facilities) incurred, assumed or permanently repaid or prepaid or extinguished at any time on or after the first day of the applicable Test Period and prior to the date of determination in connection with any Permitted Acquisition, asset sale or other Disposition (other than any Dispositions in the ordinary course of business), and discontinued lines of business or operations as if such incurrence, assumption, repayment or extinguishing had been effected on the first day of such period.

“Consolidated Net Income” means, for any period, for Holdings, the Borrowers and their Restricted Subsidiaries on a consolidated basis, the net income (or loss) of the Borrowers and their Restricted Subsidiaries (excluding the cumulative effect of changes in accounting principles) for that period determined in accordance with GAAP; provided that there shall be excluded, without duplication, (a) the net income (or loss) of any person (other than a Restricted Subsidiary of Holdings), except to the extent that cash in an amount equal to any such net income has actually been received by Holdings, a Borrower or (subject to clause (b) below) any of the Restricted Subsidiaries as a dividend or distribution during such period, (b) the net income (or loss) of any Restricted Subsidiary that is not a Loan Party during such period to the extent that (A) the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of that income is not permitted by operation of the terms of its Organizational Documents or any agreement (other than this Agreement or any other Loan Document), instrument, Order or other requirement of Law applicable to that Restricted Subsidiary or its equity holders during such period (unless such restriction or limitation has been effectively waived), except that a Borrower’s equity in net loss of any such Restricted Subsidiary for such period shall be included in determining Consolidated Net Income, or (B) such net income, if dividended or distributed to the equity holders of such Restricted Subsidiary in accordance with the terms of its Organizational Documents, would be received by any Person other than a Restricted Subsidiary, and (c) amounts paid during such period with respect to cash litigation fees, costs and expenses of Holdings, any Borrower and any Restricted Subsidiary.

“Consolidated Net Leverage Ratio” means, as of any date of determination, the ratio of (i) Consolidated Funded Indebtedness as of the last day of the most recently ended Test Period, *minus* the Cash Netting Amount as of such date, to (ii) TTM Consolidated EBITDA.

“Consolidated Secured Net Leverage Ratio” means, as of any date of determination, the ratio of (i) Consolidated Funded Indebtedness that is secured by the Collateral as of the last day of the most recently ended Test Period, *minus* the Cash Netting Amount as of such date, to (ii) TTM Consolidated EBITDA.

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

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Corrective Extension Agreement” has the meaning specified in Section 2.17(e).

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to such term in Section 10.23.

“Covered Person” means (a) each Borrower, each of Borrower’s Subsidiaries, all Guarantors and all pledgors of Collateral, and (b) each Person that, directly or indirectly, controls a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding Equity Interests having ordinary voting power for the election of directors of such Person or other Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of Equity Interests, contract or otherwise.

“Credit Agreement Refinancing Indebtedness” means (a) Permitted Equal Priority Refinancing Debt, (b) Permitted Junior Priority Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) other Indebtedness incurred pursuant to a Refinancing Amendment; provided that, in each case, such Indebtedness is issued, incurred or otherwise obtained to refinance, in whole or in part, existing Term Loans or existing Revolving Credit Loans (or unused Revolving Credit Commitments), any then-existing Extended Term Loans, any then-existing Extended Revolving Credit Loans (or unused Extended Revolving Credit Commitments), or any Loans under any then-Existing Term Commitment Increase or Revolving Credit Commitment Increase (or, if applicable, unused Commitments thereunder), or any then-existing Credit Agreement Refinancing Indebtedness (**“Refinanced Debt”**); provided, further, that (i) the covenants, events of default and guarantees of such Indebtedness (excluding, for the avoidance of doubt, interest rates, interest margins, rate floors, funding discounts, fees, financial maintenance covenants and prepayment or redemption premiums and terms) (when taken as a whole) are either on current market terms or not materially more favorable to the lenders or holders providing such Indebtedness than those applicable to the Refinanced Debt (other than covenants or other provisions applicable only to periods after the Latest Maturity Date), when taken as a whole, as reasonably determined by the Borrower Representative in good faith at the time of incurrence or issuance (provided that such terms shall not be deemed to be more favorable solely as a result of the inclusion in the documentation governing such Credit Agreement Refinancing Indebtedness of a financial maintenance covenant or such other terms and conditions so long as the Administrative Agent shall be given prompt written notice thereof and this Agreement is amended to include such financial maintenance covenant or such other terms and conditions, as the case may be, for the benefit of each Facility (provided, however, that if (x) both the Refinanced Debt and the related Credit Agreement Refinancing Indebtedness that includes such financial maintenance covenant consists of a revolving credit facility (whether or not the documentation therefor includes any other facilities) and (y) such financial maintenance covenant is a “springing” financial maintenance covenant, such financial maintenance covenant shall only be required to be included in this Agreement for the benefit of each revolving credit facility hereunder (and not for the benefit of any term loan facility hereunder) and such Credit Agreement Refinancing Indebtedness shall continue not to be deemed more favorable solely as a result of such financial maintenance covenant benefiting only such revolving credit facilities)), (ii) any Permitted Junior Priority Refinancing Debt or Permitted Unsecured Refinancing Debt shall have a maturity that is at least 91 days after the maturity of the applicable Refinanced Debt and a Weighted Average Life

to Maturity equal to or greater than the Refinanced Debt (except for Interim Debt), (iii) any such Indebtedness which modifies, extends, refinances, renews, replaces or refunds, in whole or in part any existing Revolving Credit Loans (or unused Revolving Credit Commitments) or any then-existing Extended Revolving Credit Loans (or unused Extended Revolving Credit Commitments) shall have a maturity that is no earlier than (or scheduled commitment reductions prior to) the maturity of such Refinanced Debt, (iv) any Permitted Equal Priority Refinancing Debt shall have a maturity that is no earlier than the applicable maturity of such Refinanced Debt and shall have Weighted Average Life to maturity equal to or greater than such applicable Refinanced Debt (except for Interim Debt), (v) except to the extent otherwise permitted under this Agreement (subject to a dollar for dollar usage of any other basket set forth in Section 7.02, if applicable), such Indebtedness shall not have a greater principal amount (or shall not have a greater accreted value, if applicable) than the principal amount (or accreted value, if applicable) of the Refinanced Debt plus accrued interest, fees and premiums (if any) thereon and fees and expenses associated with the refinancing plus an amount equal to any existing commitments unutilized and letters of credit undrawn, (vi) such Refinanced Debt shall be repaid, defeased or satisfied and discharged on a dollar-for-dollar basis, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, substantially concurrently with the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained and (vii) except to the extent otherwise permitted hereunder, the aggregate unused revolving commitments under such Credit Agreement Refinancing Indebtedness shall not exceed the unused Revolving Credit Commitments or Extended Revolving Credit Commitments, as applicable, being replaced plus undrawn letters of credit.

“**Credit Extension**” means each Borrowing and each L/C Credit Extension.

“**Cumulative Amount**” means, on any date of determination (the “**Reference Date**”), the sum of (without duplication):

- (a) the greater of (i) \$10,772,750 and (ii) 25.0% of TTM Consolidated EBITDA; *plus*
- (b) the portion of Excess Cash Flow (including any Excess Cash Flow De Minimis Amount), determined on a cumulative basis for all fiscal years of the Borrowers commencing with the fiscal year ended December 31, 2025, that was not required to be applied to prepay any Loans pursuant to Section 2.05(b)(i) (which amount may not be less than \$0); *plus*
- (c) an amount determined on a cumulative basis equal to the Net Cash Proceeds from (1) the issuance or sale of Qualified Capital Stock of Holdings (or its direct or indirect parent company) after the Closing Date, and which Net Cash Proceeds are in turn contributed to a Borrower in cash in respect of such Borrower’s Qualified Capital Stock or (2) Disqualified Stock and/or Indebtedness that is converted to Qualified Capital Stock of a Loan Party (in each case, other than the proceeds of (i) any Specified Equity Contribution or (ii) any amount previously applied for a purpose other than a Permitted Cumulative Amount Usage); *plus*
- (d) to the extent not already included in the calculation of Consolidated Net Income, an amount determined on a cumulative basis equal to the Net Cash Proceeds of sales of Investments previously made pursuant to Section 7.03(t) using the Cumulative Amount (up to the amount of the original Investment); *plus*
- (e) to the extent not already included in the calculation of Consolidated Net Income, the aggregate amount of dividends, profits, returns or similar amounts received in cash or Cash Equivalents on Investments previously made pursuant to Section 7.03(t) using the Cumulative Amount (up to the amount of the original Investment); *plus*

(f) (i) the amount of any distribution or dividend received from an Unrestricted Subsidiary not to exceed the amount of Investments made with the Cumulative Amount in such Unrestricted Subsidiary and (ii) in the event that the Borrower Representative redesignates any Unrestricted Subsidiary as a Restricted Subsidiary after the Closing Date (which, for purposes hereof, shall be deemed to also include (A) the merger, amalgamation, consolidation, liquidation or similar amalgamation of any Unrestricted Subsidiary into any Borrower or any Restricted Subsidiary, so long as such Borrower or such Restricted Subsidiary is the surviving Person, and (B) the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to any Borrower or any Restricted Subsidiary), the lesser of (x) the fair market value (as reasonably determined in good faith by the Borrower Representative) of the Investment in such Unrestricted Subsidiary at the time of such redesignation and (y) the fair market value (as reasonably determined in good faith by the Borrower Representative) of the original Investment in such Unrestricted Subsidiary made with the Cumulative Amount (up to the amount of the original investment); *plus*

(g) to the extent not already included in the calculation of Consolidated Net Income, the aggregate amount of Equity Funded Acquisition Adjustments received in cash or Cash Equivalents; *plus*

(h) the aggregate amount of Declined Proceeds after application thereof pursuant to Section 2.05(c) hereof; *plus*

(i) the aggregate Net Cash Proceeds or the fair market value (as reasonably determined in good faith by the Borrower Representative) of marketable securities or other property contributed to any Borrower or any other Loan Party after the Closing Date from any Person other than a Borrower or a Restricted Subsidiary, in each case other than for an Equity Cure (other than the proceeds of (i) any Specified Equity Contribution or (ii) any amount previously applied for a purpose other than a Permitted Cumulative Amount Usage); *minus*

(j) the aggregate amount of (i) Investments made using the Cumulative Amount, (ii) prepayments of Indebtedness made using the Cumulative Amount and (iii) Restricted Payments made using the Cumulative Amount, in each case, during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date (each item referred to in the foregoing sub-clauses (j)(i), (j)(ii) and (j)(iii), a “**Permitted Cumulative Amount Usage**”).

“**Cure Right**” has the meaning specified in Section 7.10(b).

“**Current Assets**” means, with respect to any Person, all assets of such Person that, in accordance with GAAP, would be classified as current assets on the balance sheet of a company conducting a business the same as or similar to that of such Person, after deducting (a) appropriate and adequate reserves therefrom in each case in which a reserve is proper in accordance with GAAP and (b) cash and Cash Equivalents; provided, that “Current Assets” shall be calculated without giving effect to the impact of purchase accounting.

“**Current Liabilities**” means, with respect to any Person all liabilities of such Person that, in accordance with GAAP, would be classified as current liabilities on the balance sheet of a company conducting a business that is the same or similar to that of such Person after deducting, without duplication (a) all long-term Indebtedness of such Person that by its terms is payable on demand or matures within one year after the date of determination, (b) all amounts of Funded Debt of such Person that is classified as long-term Indebtedness and is required to be paid or prepaid within one year after such date, (c) Taxes accrued as estimated and required to be paid within one year after such date, (d) amount of earn-outs

required to be paid within one year after such date, but in any event, excluding current liabilities consisting of deferred revenue and (e) deferred management fees under the Management Services Agreement; provided, that “Current Liabilities” shall be calculated without giving effect to the impact of purchase accounting.

“**Customary Intercreditor Agreement**” means, (a) to the extent executed in connection with the incurrence of Indebtedness secured by Liens which are intended to rank *pari passu* with the Liens securing the Obligations (but without regard to the control of remedies), an intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower Representative, which agreement shall provide that the Liens securing such Indebtedness shall rank *pari passu* with the Liens securing the Obligations and (b) to the extent executed in connection with the incurrence of Indebtedness secured by Liens which are intended to rank junior to the Liens securing the Obligations, an intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower Representative, which agreement shall provide that the Liens securing such Indebtedness shall rank junior to the Liens securing the Obligations.

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), the interest rate per annum reasonably determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, at the Administrative Agent’s reasonable discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the “**SOFR Determination Date**”) that is (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source identified by the Federal Reserve Bank of New York or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the Floor, then Daily Simple SOFR shall be deemed to be the Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of “SOFR”; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrowers, effective on the date of any such change.

“**Debt Fund Affiliate**” means any Affiliate of the Sponsor that is a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in, acquiring or trading commercial loans, bonds or similar extensions of credit in the ordinary course of business and whose managers have fiduciary duties to the investors in such fund or investment vehicle independent of, or in addition to, their duties to the Sponsor.

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

“**Declined Proceeds**” has the meaning specified in Section 2.05(c).

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would (unless cured or waived) be an Event of Default.

“**Default Rate**” means (a) when used with respect to the overdue principal amount of Loans, an interest rate equal to (i) the Alternate Base Rate plus (ii) the Applicable Margin, if any, applicable to Alternate Base Rate Loans plus (iii) 2.00% *per annum*; provided, however, that with respect to a SOFR Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2.00% *per annum*, and (b) when used with respect to all other overdue amounts, an interest rate equal to (i) the Alternate Base Rate plus (ii) the Applicable Margin, if any, applicable to Alternate Base Rate Loans plus (iii) 2.00% *per annum*.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**Defaulting Lender**” means, subject to Section 2.16(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within one (1) Business Day of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower Representative in writing that such failure 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 such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Issuer, any Swing Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Loans) within one (1) Business Day of the date when due, (b) has notified the Borrower Representative, the Administrative Agent or any L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within one (1) Business Day after written request by the Administrative Agent or the Borrower Representative, to confirm in writing to the Administrative Agent and the Borrower Representative that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower Representative), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had publicly appointed for it a receiver, receiver and manager, interim 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, domestic or foreign, acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that, a Lender shall not be a Defaulting 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 the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) upon delivery of written notice of such determination to the Borrower Representative, each L/C Issuer and each Lender.

“**Delaware Divided LLC**” means any Delaware LLC which has been formed upon consummation of a Delaware LLC Division.

“**Delaware LLC**” means any limited liability company organized or formed under the laws of the State of Delaware.

“**Delaware LLC Division**” means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, sublicense, lease (as lessor) or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including (a) any sale, assignment, transfer or other disposal, with or without recourse, of any Equity Interests owned by such Person, or any notes or accounts receivable or any rights and claims associated therewith, (b) any taking by condemnation or eminent domain or transfer in lieu thereof, (c) any total loss or constructive total loss of property for which proceeds are payable in respect thereof under any policy of property insurance and (d) any disposition of property to a Delaware Divided LLC pursuant to a Delaware LLC Division. For the avoidance of doubt, the terms Disposition and Dispose do not refer to the sale or transfer of Equity Interests by the issuer thereof.

“**Disqualified Stock**” means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital within less than one year following the Latest Maturity Date of the Facilities, or (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above within less than one year following the Latest Maturity Date of the Facilities; provided, however, that any Equity Interests that would not constitute Disqualified Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a change in control or asset sale or similar event shall not constitute Disqualified Stock if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the repayment in full of the Obligations (other than contingent indemnification obligations) and the termination of the Commitments (or any refinancing thereof); provided, further, that if such Equity Interests are issued pursuant to a plan for the benefit of employees of the Borrowers (or any direct or indirect parent thereof) or the Restricted Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because such Equity Interests may be required to be repurchased by the Borrowers or their Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability (subject to permissibility under this Agreement).

“**Dodd-Frank Act**” means the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173) signed into law on July 21, 2010, as amended from time to time.

“**Dollar**” and “**\$**” mean lawful money of the United States.

“**Dollar Equivalent**” means with respect to any amount denominated in Dollars, the amount thereof and, with respect to any other amount denominated in a currency other than Dollars, including in respect of any Letter of Credit denominated in any currency other than Dollars, an amount in Dollars equivalent to such principal amount or such other amount calculated on the basis of the Spot Rate reasonably determined by the Administrative Agent at such time.

“**Domestic Subsidiary**” means any Subsidiary of the Borrowers that is organized under the laws of the United States, any State thereof or the District of Columbia.

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

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

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

“Effective Yield” means, as to any tranche of Indebtedness, the effective yield on such tranche of Indebtedness, in each case as reasonably determined by the Administrative Agent in consultation with the Borrower Representative, taking into account the applicable interest rate margins, interest rate benchmark floors and all up-front fees or original issue discount (amortized over four years following the date of incurrence thereof (e.g., 25 basis points of interest rate margin equals 100 basis points in up-front fees or original issue discount) or, if shorter, the remaining life to maturity) payable generally to lenders making such tranche of Indebtedness, but excluding any arrangement, structuring, underwriting, ticking, commitment, amendment, consent or other fees payable in connection therewith that are not generally shared with such lenders thereunder, and in any event amendment fees shall be excluded; provided, that, if the applicable Indebtedness to be incurred includes an interest rate floor greater than the applicable interest rate floor under the existing Indebtedness with respect to which Effective Yield is being calculated, such differential between the interest rate floors shall be equated to the applicable interest rate margin for purposes of determining whether an actual increase to the interest rate margin under such existing Indebtedness shall be required, but only to the extent an increase in the interest rate floor in such existing Indebtedness would cause an increase in the interest rate then in effect hereunder, and in such case the interest rate floor (but not the interest rate margin) applicable to such existing Indebtedness shall be increased to the extent of such differential between interest rate floors.

“Electronic Copy” has the meaning specified in Section 10.12.

“Electronic Record” means a record created, generated, sent, communicated, received, or stored by electronic means.

“Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the Electronic Record.

“Eligible Assignee” means, (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person to which an assignment thereunder is permitted under Section 10.06(b) (and as to which any consents required thereunder have been obtained); provided, that, notwithstanding anything to the contrary herein, (i) the assignee shall not be a Sponsor Permitted Assignee or Debt Fund Affiliate other than in connection with an assignment in accordance with Section 10.06(c), (ii) the assignee shall not be any Borrower or any of their respective Subsidiaries other than in connection with an assignment in accordance with Section 10.06(d), and (iii) “Eligible Assignee” shall not include at any time any Excluded Lender (unless consented to in writing by the Borrower Representative in its sole discretion), any Defaulting Lender, or any natural person.

“Embargoed Property” means any property (a) beneficially owned, directly, by a Prohibited Person; (b) that is due to or from a Prohibited Person; (c) in which a Prohibited Person otherwise holds any interest; (d) that is located in a Sanctioned Country; or (e) that otherwise would cause any actual or possible violation by the Lenders or any Agent of any applicable Anti-Terrorism Laws if the Lenders were to obtain an encumbrance on, lien on, pledge of, or security interest in such property or provide services in consideration of such property.

“Environmental Laws” means any and all Laws relating to pollution and the protection of the environment or the Release of or threatened Release of any Hazardous Materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for losses, damages, costs of environmental investigation and remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any Restricted Subsidiary resulting from any claim or demand of any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, Environmental Permit, order or agreement with any Governmental Authority or other Person, arising from environmental, health or safety conditions or the Release or threatened Release of or exposure to a Hazardous Material into the environment, resulting from the past, present, or future operations of the Borrower, any Loan Party or any Restricted Subsidiary.

“Environmental Permit” means any permit, approval, license or other authorization required under any Environmental Law.

“Equity Cure” has the meaning specified in Section 7.10(b).

“Equity Funded Acquisition Adjustment” means, with respect to any Permitted Acquisition or any other Investment permitted under Section 7.03, the purchase price for which was financed in whole or in part with the proceeds of equity contributions made to any Borrower in cash and contributed as Qualified Capital Stock to the Borrowers substantially concurrently therewith, the product obtained by multiplying (a) the percentage of the acquisition consideration for such Permitted Acquisition or other Investment, as applicable, that is financed solely with such proceeds of equity contributions, by (b) the amount of any working capital or other purchase price adjustment received by the Borrowers or any Subsidiary in respect of such Permitted Acquisition or other Investment.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including, without limitation, limited liability company, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with any Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) the occurrence of a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a “substantial employer” (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or a notification that a Multiemployer Plan is in insolvency (within the meaning of Section 4245 of ERISA) or in “endangered or critical status” pursuant to Section 305 of ERISA; (d) the filing of a notice by the plan administrator of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA, a Pension Plan or Multiemployer Plan; (e) the occurrence of an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate, (g) the failure of any Loan Party or any ERISA Affiliate to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan, (h) the filing of an application for a minimum funding waiver with respect to a Pension Plan or (i) a determination that any Pension Plan is, or is expected to be, in “at risk” status (within the meaning of Section 303(i) of ERISA or Section 430(i) of the Code).

“Erroneous Payment” has the meaning specified in Section 9.15(a).

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

“Event of Default” has the meaning specified in Section 8.01.

“Excess Cash Flow” means, for any period (without duplication),

(a) Consolidated Net Income for such period, plus

(b) an amount equal to the aggregate amount of all non-cash charges deducted in determining Consolidated Net Income for such period; provided that if any non-cash charges referred to in this clause (b) represents an accrual or reserve for potential cash items in any future period, (1) the Borrower Representative may elect to include such non-cash charge in the current period and (2) to the extent the Borrower Representative elects to include such non-cash charge in the current period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period to such extent paid, plus

(c) an amount (whether positive or negative) equal to the change in consolidated Current Liabilities (other than any such charges from acquisitions or Dispositions (other than in the ordinary course) by Holdings and its Restricted Subsidiaries completed during such period) of Holdings, the Borrowers and the Restricted Subsidiaries during such period, plus

(d) to the extent deducted in determining Excess Cash Flow in any previous period under clause (j) below, any amounts reimbursed to any Loan Party by the seller in a Permitted Acquisition in the current period, plus

(e) to the extent not included in determining Consolidated Net Income for such period, the amount of any Tax refunds received in cash by or paid in cash to or for the account of Holdings, the Borrowers and any Restricted Subsidiary during such period; less

(f) an amount equal to the aggregate amount of all non-cash credits included in determining Consolidated Net Income for such period and all cash charges, losses or expenses excluded in determining Consolidated Net Income, less

(g) an amount (whether positive or negative) equal to the change in consolidated Current Assets (other than any such charges from acquisitions or Dispositions (other than in the ordinary course) by Holdings and its Restricted Subsidiaries completed during such period) of Holdings, the Borrowers and the Restricted Subsidiaries during such period, less

(h) to the extent not deducted in determining Consolidated Net Income for such period, an amount equal to the aggregate amount of all Capital Expenditures made in cash by any Borrower and any Restricted Subsidiary during such period, in each case to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than revolving Indebtedness) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount, less

(i) the aggregate amount of principal payments of Indebtedness of the Borrowers and their Restricted Subsidiaries (including (A) the principal component of Capitalized Leases, (B) the amount of repayment of Term Loans pursuant to Section 2.07(a) and any mandatory prepayment of Term Loans pursuant to Section 2.05(b)(ii) to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase and (C) the amount of repayments of Indebtedness permitted hereunder with clause (g) of the Cumulative Amount to the extent such Equity Funded Acquisition Adjustments resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase, but excluding (x) all other prepayments of Term Loans, (y) all prepayments under the Revolving Credit Facility and (z) all prepayments in respect of any other revolving credit facility, except, in the case of clause (B) to the extent there is an equivalent reduction in commitments thereunder) made by Holdings, the Borrowers and the Restricted Subsidiaries during such period, in each case to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than revolving Indebtedness) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount, less

(j) to the extent not deducted in determining Consolidated Net Income for such period, any amount paid by the Loan Parties during such period that is reimbursable by a seller in a Permitted Acquisition or other Investment in a third party permitted hereunder but which has not been so reimbursed as of the end of such period, less

(k) the aggregate amount of cash expenditures during such period with respect to a Permitted Acquisition or other Investment in a third party permitted hereunder (or committed to be paid in cash during such period and anticipated to be made prior to the date the mandatory prepayment is required by Section 2.05(b)(i); provided, that any such amounts not actually used shall be added to the calculation of Excess Cash Flow in the subsequent Excess Cash Flow period), in each case to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than revolving Indebtedness) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount, less

(l) to the extent not deducted in determining Consolidated Net Income for such period, the amount of any indemnity, purchase price adjustment, Indemnity Holdbacks or earn-out payments paid to a seller under any agreement governing a Permitted Acquisition or other Investment in a third party permitted hereunder, less

(m) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by Holdings, the Borrowers or any Restricted Subsidiary during such period that are made in connection with any prepayment of Indebtedness to the extent that such payments are not deducted in calculating Consolidated Net Income, in each case to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than revolving Indebtedness) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount, less

(n) the amount paid in cash during such period of all non-cash charges deducted in determining Consolidated Net Income in a prior fiscal year, less

(o) without duplication of amounts deducted from Excess Cash Flow in other periods, and at the option of the Borrowers, (1) the aggregate consideration required to be paid in cash by Holdings, the Borrowers or any of its respective Restricted Subsidiaries pursuant to binding contracts (the “**Contract Consideration**”) entered into prior to or during such period and (2) any planned cash expenditures by Holdings, the Borrowers or any of its respective Restricted Subsidiaries (the “**Planned Expenditures**”), in the case of each of the preceding clauses (1) and (2), relating to Permitted Acquisitions or other Investments or Capital Expenditures, in each case, to be consummated or made, as applicable, during the period of four consecutive fiscal quarters of Holdings following the end of such period (except to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than revolving Indebtedness) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount); provided that to the extent that the aggregate amount (excluding in each case any amount financed with the proceeds of long-term Indebtedness (other than revolving Indebtedness) of Holdings, any Borrower or any Restricted Subsidiary) or any Specified Equity Contribution or the use of clauses (c), (d), (i) or (j) of the Cumulative Amount of such Permitted Acquisitions or other investments or Capital Expenditures to be incurred and paid during such following period of four consecutive fiscal quarters is less than the Contract Consideration and Planned Expenditures (excluding in each case any amount financed with the proceeds of long-term Indebtedness (other than revolving Indebtedness) of Holdings, any Borrower or any Restricted Subsidiary), the amount of such shortfall shall be added to the calculation of Excess Cash Flow, at the end of such period of four consecutive fiscal quarters, less

(p) the amount of cash distributions made during such period pursuant to Sections 7.06(c), (d), (e), (f), (h), (i), (j), (k), (n), and (q), and Sections 7.08(d) and (n) hereof, in each case, to the extent such payments were not funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness) of Holdings, the Borrowers or any Restricted Subsidiary or any Specified Equity Contribution or Cumulative Amount (other than clause (a) thereof), less

(q) the amount of cash taxes paid (or distributed) in respect of such period (including without limitation, Permitted Tax Distributions) to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period.

For avoidance of doubt, for purposes of calculating Excess Cash Flow for any period, for each Permitted Acquisition and any other Investment in a third party permitted hereunder consummated during such period, (x) Consolidated Net Income of a target of any Permitted Acquisition or any other Investment in a third party permitted hereunder shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition or other Investment in a third party permitted hereunder, and (y) for the purposes of calculating the change in consolidated Current Assets and the Current Liabilities of Holdings, the Borrowers and the Restricted Subsidiaries, (A) the Current Assets of a target of such Permitted Acquisition or other Investment in a third party permitted hereunder, as calculated as at the date

of consummation of the applicable Permitted Acquisition or other Investment in a third party permitted hereunder, as the case may be, and (B) the Current Liabilities of a target of such Permitted Acquisition or other Investment in a third party permitted hereunder, as calculated as at the date of consummation of the applicable Permitted Acquisition or other Investment in a third party permitted hereunder, as the case may be, shall be included in the calculation of the Current Assets and the Current Liabilities of Holdings, any Borrower or any Restricted Subsidiary as if part thereof at the beginning of such Excess Cash Flow period.

“Excess Cash Flow De Minimis Amount” has the meaning specified in Section 2.05(b).

“Excess Net Cash Proceeds” has the meaning specified in Section 2.05(b).

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

“Excluded Lender” means (a) any competitor of the Borrowers or their Subsidiaries) and their majority equity owners, (b) other Persons which are separately identified by name in writing delivered to the Administrative Agent on or prior to the Closing Date and (c) any Affiliate of the foregoing (1) that is a readily identifiable Affiliate of any such Person on the basis of its name or (2) that is specified in writing to the Administrative Agent from time to time (which supplementation shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Loans or Commitments that was entered into prior to the effective date of such supplement (such effective date to be two (2) Business Days after delivery to the Administrative Agent)); provided, that, after the Closing Date the Borrower Representative may identify in writing to the Administrative Agent additional Persons to be added to the list of Excluded Lenders (without a limit on the number of such Persons to be added) (which additions shall be subject to the consent of the Administrative Agent) (such consent not to be unreasonably withheld, conditioned or delayed) (in each case, which supplementation shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Loans or Commitments that was entered into prior to the effective date of such supplement (such effective date to be two (2) Business Days after delivery to the Administrative Agent)); provided, further, that “Excluded Lenders shall exclude any Person that the Borrower Representative has designated as no longer being an “Excluded Lender” by written notice to the Administrative Agent from time to time; provided, further, that a “competitor” or an Affiliate of a competitor shall not include, for purposes hereof, any bona fide debt fund or investment vehicle (other than a Person who is separately identified under clause (b) above) that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business which is managed, sponsored or advised by any person controlling, controlled by or under common control with such competitor or affiliate thereof, as applicable, and for which no personnel involved with the investment of such competitor or affiliate thereof, as applicable, (1) makes any investment decisions or (2) has access to any information (other than information publicly available), in each case, relating to the Borrowers or any entity that forms a part of the Borrowers’ business (including subsidiaries of the Borrowers).

“Excluded Property” has the meaning given to such term in the Security Agreement.

“Excluded Subsidiary” means (a) any Subsidiary of a Loan Party that is prohibited or restricted from providing a Guarantee of the Obligations by applicable Law (including, without limitation, (i) general statutory limitations, financial assistance, corporate benefit, capital maintenance rules, fraudulent conveyance, preference, thin capitalization or other similar laws or regulations and (ii) any requirement to obtain governmental or regulatory authorization or third party consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained; provided, that, for the avoidance of doubt, no Loan Party and none of their Subsidiaries shall be under any obligation to request or otherwise obtain such consent) whether on the Closing Date or thereafter or contracts existing on the Closing Date

(or if the Subsidiary is acquired after the Closing Date, on the date of such acquisition (so long as the prohibition is not created in contemplation of such acquisition)), (b) any Subsidiary that is (i) a captive insurance company, (ii) a not-for-profit entity, (iii) a special purpose entity or receivables subsidiary (including any Securitization Subsidiary) used in connection with a Securitization Facility, (iv) an Immaterial Subsidiary, (v) a CFC, a CFC Holdco, or a Subsidiary of a CFC or a CFC Holdco, or (vi) not wholly owned by any Borrower or one or more wholly owned Restricted Subsidiaries of the Borrowers, (c) other Subsidiaries as mutually agreed to by the Administrative Agent and the Borrower Representative, (d) solely with respect to any Obligation under any Secured Hedge Agreement that constitutes a “swap” within the meaning of section 1(a)(47) of the Commodity Exchange Act, any Subsidiary that is not a Qualified ECP Guarantor, (e) any Subsidiary to the extent the cost and/or burden of obtaining a Guarantee (including any adverse tax consequences) of the Obligations from such Subsidiary outweighs the benefit to the Lenders (as reasonably agreed among the Administrative Agent and the Borrower Representative) and (f) any Subsidiary to the extent that the Borrower Representative has reasonably determined in good faith (in consultation with the Administrative Agent) that a Guarantee of the Obligations by any such Subsidiary would reasonably be expected to result in adverse tax consequences that are not de minimis to the Borrowers or any of their Subsidiaries and Affiliates. The Excluded Subsidiaries as of the date hereof are set forth on Schedule 1.01.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to Section 1(c) (the “keepwell” provision) of each of the Guaranties and any other “keepwell, support or other agreement” for the benefit of such Guarantor and any and all guaranties of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guaranty of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any L/C Issuer (each, a **“Recipient”**), whether imposed on or with respect to or required to be withheld or deducted from a payment to a Recipient (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender (other than an assignee pursuant to a request by the Borrower Representative under Section 10.06(m)), any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of such Lender pursuant to a Law in effect at the time such Lender becomes a party hereto (or designates a new Lending Office), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding Tax pursuant to Section 3.01, (c) Taxes attributable to a Recipient’s failure to comply with Section 3.01(e) or Section 3.01(f), and (d) any withholding Taxes imposed under FATCA.

“Executive Order” has the meaning provided in Section 5.17(b).

“Extended Loans/Commitments” means Extended Term Loans, Extended Revolving Credit Loans and/or Extended Revolving Credit Commitments.

“Extended Revolving Credit Commitments” has the meaning specified in Section 2.17(a)(ii).

“Extended Revolving Credit Loans” has the meaning specified in Section 2.17(a)(ii).

“Extended Term Facility” means each Class of Extended Term Loans made pursuant to Section 2.17.

“Extended Term Loan Repayment Amount” has the meaning specified in Section 2.07(b).

“Extended Term Loans” has the meaning specified in Section 2.17(a)(i).

“Extending Lender” has the meaning specified in Section 2.17(b).

“Extension Agreement” has the meaning specified in Section 2.17(c).

“Extension Election” has the meaning specified in Section 2.17(b).

“Extension Request” means Term Loan Extension Requests and Revolving Credit Extension Requests.

“Extension Series” means all Extended Term Loans or Extended Revolving Credit Commitments (as applicable) that are established pursuant to the same Extension Agreement (or any subsequent Extension Agreement to the extent such Extension Agreement expressly provides that the Extended Term Loans or Extended Revolving Credit Commitments, as applicable, provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees, if any, and amortization schedule.

“Facility” means any Term Facility, the Revolving Credit Facility, the Swingline Sublimit or the Letter of Credit Sublimit, as the context may require.

“FATCA” means Sections 1471 through 1474 of the Code, as in effect on the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future United States Treasury Regulations or official administrative interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code as in effect on the date hereof and any intergovernmental agreements (and any related laws, regulations or official administrative guidance) entered into to implement the foregoing.

“Federal Funds Rate” means, for any day, the rate per annum based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1% announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the “Effective Federal Funds Rate” as of the date of this Agreement; provided that if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the “Effective Federal Funds Rate” for such day shall be the Federal Funds Rate for the last day on which such rate was announced. Notwithstanding the foregoing, if the Federal Funds Rate as determined under any method above would be less than zero percent (0.00%), such rate shall be deemed to be zero percent (0.00%) for purposes of this Agreement.

“**Fee Letter**” means the fee letter, dated as of the Closing Date, by and among the Administrative Agent, Holdings and the Borrowers.

“**Financial Covenant**” has the meaning specified in Section 7.10(b).

“**First Lien Incremental Dollar Basket**” has the meaning specified in the definition of Permitted Incremental Amount.

“**First Lien Ratio Test**” means that the Consolidated First Lien Net Leverage Ratio, after giving Pro Forma effect to the establishment of the applicable Indebtedness (and assuming that such Indebtedness and any concurrently established revolving credit facilities are fully drawn other than any Incremental Term Commitment in the form of delayed draw term loans the funding or drawing of which is conditional upon the satisfaction of a leverage condition as of a future or indeterminate date), shall not exceed 5.00:1.00; *provided* that for purposes of such calculation of the Consolidated First Lien Net Leverage Ratio (A) the proceeds of the applicable Indebtedness shall not be included in the determination of the Cash Netting Amount and (B) such ratio is calculated as of the last day of the most recently ended Test Period.

“**Fixed Basket**” means any basket that is subject to a fixed-dollar limit (including baskets based on a percentage of TTM Consolidated EBITDA or consolidated total assets).

“**Flood Hazard Property**” has the meaning specified in Section 6.12(iv)(F)(i).

“**Floor**” means (a) solely in respect of the Term Loans, a rate of interest equal to 0.75% per annum and (b) solely in respect of the Revolving Credit Loans, a rate of interest equal to 0.00% per annum.

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

“**Foreign Prepayment Event**” has the meaning specified in Section 2.05(b)(v).

“**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**Fund**” means any Person (other than a natural person) 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.

“**Funded Debt**” of any Person means Indebtedness in respect of the Credit Extensions, in the case of the Borrowers, and all other Indebtedness of such Person that by its terms matures more than one year after the date of creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year after such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year after such date.

“**GAAP**” means generally accepted accounting principles in the United States, set forth 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 such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“**Governmental Authority**” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Granting Lender**” has the meaning specified in Section 10.06(k).

“**Guarantee**” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness payable by another Person (the “**Primary Obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness of the payment of such Indebtedness, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary or reasonable indemnity obligations in effect on the Closing Date, or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee at any time shall be deemed to be an amount then equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made (or, if such Guarantee is limited by its terms to a lesser amount, such lesser amount) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith; provided that, in the case of any Guarantee of the type set forth in clause (b) above, if recourse to such Person for such Indebtedness is limited to the assets subject to such Lien, then such Guarantee shall be a Guarantee hereunder solely to the extent of the lesser of (A) the amount of the Indebtedness secured by such Lien and (B) the value of the assets subject to such Lien. The term “**Guarantee**” as a verb has a corresponding meaning.

“**Guaranties**” means the Holdings Guaranty and any Subsidiary Guaranty.

“**Guarantors**” means, collectively, (a) Holdings and any Subsidiary Guarantor and (b) with respect to (i) Obligations owing by any Loan Party or any Restricted Subsidiary of a Loan Party (in each case, other than the Borrowers) under any Bank Product Agreement or Secured Hedge Agreement and (ii) the payment and performance by each Specified Loan Party of its obligations under its Guaranty with respect to all Swap Obligations, the Borrowers. For the avoidance of doubt, subject to Section 9.09(b), no Excluded Subsidiary shall be a Guarantor hereunder.

“**Hazardous Materials**” means any material, substance, pollutant, chemical, contaminant, constituent, or waste that is listed, classified, regulated, characterized or otherwise defined as “hazardous,” “toxic,” “radioactive,” (or words of similar meaning) under applicable Environmental Law, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, toxic mold, polychlorinated biphenyls, per- and polyfluoroalkyl substances, radon gas, radioactive materials, urea formaldehyde insulation, flammable or explosive substances, or pesticides.

“Hedge Bank” means any Person in its capacity as a party to a Secured Hedge Agreement; provided that if such Person is not an Agent or a Lender, such Person executes and delivers to the Administrative Agent and the Borrower a letter agreement in form and substance reasonably satisfactory to the Administrative Agent, the Collateral Agent and the Borrower Representative pursuant to which such Person (a) appoints the Administrative Agent and Collateral Agent as its agent under the applicable Loan Documents and (b) agrees to be bound by Sections 10.04, 10.07 and 10.17 and ARTICLE IX as if it were a Lender.

“Holdings” has the meaning specified in the preamble.

“Holdings Guaranty” means the Guarantee, dated as of the Closing Date, made by Holdings in favor of the Administrative Agent on behalf of the Secured Parties.

“Immaterial Subsidiary” means, as of any date, any Restricted Subsidiary of the Borrowers (x) having total assets in an amount equal or less than 5.0% of the consolidated total assets (measured as of the last day of the most recent Test Period) of the Borrowers and the Restricted Subsidiaries and contributing equal or less than 5.0% of the TTM Consolidated EBITDA of the Borrowers and the Restricted Subsidiaries taken as a whole, and (y) whose contribution to TTM Consolidated EBITDA or consolidated total assets (measured as of the last day of the most recent Test Period), as applicable, in the aggregate with the contribution to TTM Consolidated EBITDA or consolidated total assets (measured as of the last day of the most recent Test Period), as applicable, of all other Restricted Subsidiaries of the Borrowers constituting Immaterial Subsidiaries equals or is less than 10.0% of TTM Consolidated EBITDA or consolidated total assets, as applicable.

“Increase Effective Date” has the meaning specified in Section 2.14(c).

“Incremental Commitments” means an Incremental Revolving Credit Commitment or an Incremental Term Commitment.

“Incremental Commitment Amendment” has the meaning specified in Section 2.14(e).

“Incremental Loan” means an Incremental Revolving Credit Loan or an Incremental Term Loan, as the context may require.

“Incremental Ratio Tests” means, as applicable, the First Lien Ratio Test, the Junior Lien Ratio Test and the Unsecured Ratio Test.

“Incremental Revolving Credit Commitment” means, any Revolving Credit Lender’s obligation to make an Incremental Revolving Credit Loan to the Borrowers pursuant to Section 2.14 in an aggregate principal amount not to exceed the amount set forth for such Revolving Credit Lender in the applicable Incremental Commitment Amendment.

“Incremental Revolving Credit Loan” means any incremental revolving credit loan made pursuant to a Revolving Credit Commitment Increase.

“Incremental Term Commitment” means, any Term Lender’s obligation to make an Incremental Term Loan to the Borrowers pursuant to Section 2.14 in an aggregate principal amount not to exceed the amount set forth for such Term Lender in the applicable Incremental Commitment Amendment.

“Incremental Term Loan” has the meaning specified in Section 2.14(a).

“Incremental Term Loan Repayment Amount” has the meaning specified in Section 2.07(b).

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

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

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments (except to the extent such obligations relate to trade payables incurred in the ordinary course of business);

(c) the Swap Termination Value under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable (including, without limitation, unsecured lines of credit for such trade accounts and deferred revenues and liabilities (including tax liabilities) associated with customer prepayments and deposits), (ii) customary obligations under employment agreements and deferred compensation, (iii) non-compete or consulting obligations, (iv) other accrued expenses (including transfer pricing), in each case, incurred in the ordinary course of business and, for the avoidance of doubt, other than royalty payments and earn-outs that are not then past due and payable, (v) any earn-out obligations that, on and after the date that is five (5) Business Days after the date such earn-out obligation becomes due and payable, has not been paid and such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (vi) any Indemnity Holdbacks and purchase price holdbacks that are in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller that, on and after the date that is five (5) Business Days after the date such Indemnity Holdback or purchase price holdback becomes due and payable, has not been paid and such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP), if and to the extent any of the foregoing indebtedness (other than letters of credit and Swap Contracts) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP);

(e) indebtedness of others (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements); provided that if such indebtedness shall not have been assumed by such Person and is otherwise non-recourse to such Person, the amount of such obligation treated as Indebtedness shall not exceed the lower of (x) the value of such property securing such obligations and (y) the amount of Indebtedness secured by such Lien;

(f) all Attributable Indebtedness and all Off-Balance Sheet Liabilities (for the avoidance of doubt, lease payments under leases for real property (other than capitalized leases) and operating leases shall not constitute Indebtedness);

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment (other than any payment made solely with Qualified Capital Stock of such Person) in respect of any Disqualified Stock of such Person; and

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

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent that such Indebtedness is expressly made non-recourse to such Person.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

- (i) contingent obligations incurred in the ordinary course of business or consistent with past practices;
- (ii) any balance that constitutes a trade payable, accrued expense or similar obligation to a trade creditor, in each case incurred in the ordinary course of business;
- (iii) intercompany liabilities that would be eliminated on the consolidated balance sheet of the Borrowers and their consolidated Subsidiaries;
- (iv) prepaid or deferred revenue arising in the ordinary course of business;
- (v) obligations, to the extent such obligations would otherwise constitute Indebtedness, under any agreement that has been defeased or satisfied and discharged pursuant to the terms of such agreement; or
- (vi) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, deferred compensatory or employee or director equity plans, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage taxes.

“Indemnified Costs” has the meaning specified in Section 9.05(a).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Loan Parties under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Indemnity Holdbacks” means any unsecured Indebtedness owed to any seller in connection with a Permitted Acquisition or similar permitted Investment, constituting a portion of the purchase price owed to such seller(s), and for which unsecured Indebtedness serves as security for any potential indemnity claims against such seller(s).

“Indemnitee” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Intellectual Property” means, collectively, all intellectual property rights including, without limitation, (a) patents, patent applications and all reissues, divisionals, continuations, renewals, extensions, and continuations-in-part thereof, (b) copyrights (including any rights in original works of authorship or software), copyright registrations, and applications to register copyright, and any moral rights associated with the foregoing (c) rights in trademarks, trade names, logos, slogans, corporate names, domain names and trade dress, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, (d) rights in trade secrets, (e) rights in software (including source code and object code), and (f) all rights to sue at law or in equity for any past, present and future infringement or other impairment of the foregoing.

“Intellectual Property Security Agreement” means an intellectual property security agreement, substantially in the form of Exhibit C to the Security Agreement, together with each other intellectual property security agreement and IP Security Agreement Supplement delivered pursuant to Section 6.12.

“Intercompany Note” means a subordinated intercompany note dated as of the Closing Date, substantially in the form of Exhibit B attached hereto or any other form approved by the Borrower Representative and the Administrative Agent, in their reasonable discretion.

“Interest Payment Date” means, (a) as to any SOFR Loan, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three (3) months’ duration, each day prior to the last day of such Interest Period that occurs at three (3) month intervals after the first day of such Interest Period, and the Maturity Date; and (b) as to any Alternate Base Rate Loan (including a Swing Loan), the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

“Interest Period” means, as to each SOFR Loan, the period commencing on the date the Loan is disbursed or converted to or confirmed as a SOFR Loan and ending on the date one, three or six months thereafter as selected by the Borrower in the applicable Borrowing Notice; provided that (i) 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 immediately preceding Business Day, (ii) 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 last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, (iii) no Interest Period shall extend beyond the Maturity Date, (iv) no tenor that has been removed from this definition pursuant to Section 3.03(c) shall be available for specification in such Borrowing Notice. For purposes hereof, the date of any SOFR Loan initially shall be the date on which such SOFR Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such SOFR Loan and (v) an Interest Period may be shortened as necessary to synchronize the Interest Periods of the Loans. The duration of each Interest Period for any SOFR Loan shall be for a number of months selected by Borrower upon notice as set forth in Section 2.02(b).

“Interim Debt” means customary “bridge” loans which by their terms will be converted into loans or other Indebtedness that have, or which will be extended such that they have, a maturity date no earlier than the Scheduled Maturity Date of the Term Facility.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of “Indebtedness” set forth in this Section 1.01 in respect of such Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute 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) such Person; provided, that Investments shall not include, in the case of the Borrowers and their Restricted Subsidiaries, intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such

investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment (and for the avoidance of doubt, all payments on account of such Investment shall not exceed the aggregate amount of the initial Investment for purposes of calculating basket availability) and without duplication of amounts increasing the Cumulative Amount), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Responsible Officer, (c) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by a Responsible Officer) of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment and without duplication of amounts increasing the Cumulative Amount), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (i) the cost of all additions thereto and minus (ii) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, and of any cash payments actually received by such investor representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (ii) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto and without duplication of amounts increasing the Cumulative Amount), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, or cancellations of, such Investment after the date of such Investment. For purposes of Section 7.03, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; provided that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by a Responsible Officer. In the event that any Investment is made by any Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through any other Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 7.03.

“**Investors**” means, collectively, the Sponsor and certain other Persons designated by the Sponsor who are direct or indirect shareholders of Holdings as of the Closing Date.

“**IP Security Agreement Supplement**” has the meaning specified in the Security Agreement.

“**IP Separation Transaction**” means (a) any transfer of legal title, or licensing on an exclusive basis (excluding licenses that are exclusive in respects other than territory or that are exclusive as to territory only as to discrete geographical areas or regions within or outside of the United States, in each case, entered into in the ordinary course of business) by any Loan Party of any Material IP to any Subsidiary that is not a Loan Party and/or (b) any Investment by any Loan Party in the form of a contribution of Material IP (other than an Investment consisting of exclusive licenses referred to in immediately preceding parenthetical) to, or Equity Interests of any Loan Party holding such Material IP to, any Subsidiary that is not a Loan Party.

“**IRS**” means the U.S. Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“ISDA Master Agreement” means the Master Agreement (Multicurrency-Cross Border) published by the International Swap and Derivatives Association, Inc., as in effect from time to time.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the International Chamber of Commerce (or such later version thereof as may be in effect at the time of issuance).

“Junior Debt” has the meaning set forth in Section 7.12.

“Junior Debt Payments” has the meaning set forth in Section 7.12.

“Junior Lien Ratio Test” means the Consolidated Secured Net Leverage Ratio, after giving Pro Forma effect to the establishment of the applicable Indebtedness (and assuming that such Indebtedness and any concurrently established revolving credit facilities are fully drawn other than any Incremental Term Commitment in the form of delayed draw term loans the funding or drawing of which is conditional upon the satisfaction of a leverage condition as of a future or indeterminate date), shall not exceed 6.00:1.00; provided that for purposes of such calculation of the Consolidated Secured Net Leverage Ratio, (A) the proceeds of the applicable Indebtedness shall not be included in the determination of the Cash Netting Amount and (B) such ratio is calculated as of the last day of the most recently ended Test Period.

“Latest Maturity Date” means, with respect to the issuance or incurrence of any Indebtedness, the latest Maturity Date applicable to any Facility that is outstanding hereunder as determined on the date such Indebtedness is issued or incurred.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, governmental or regulatory licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“L/C Advance” means an advance made by any L/C Issuer or any Revolving Credit Lender pursuant to Section 2.03(c).

“L/C Borrowing” 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 Revolving Credit Borrowing.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Disbursement” means a payment or disbursement made by an L/C Issuer pursuant to a Letter of Credit.

“L/C Exposure” means at any time the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time and (b) the aggregate principal amount of all L/C Disbursements that have

not yet been reimbursed at such time. The L/C Exposure of any Revolving Credit Lender at any time shall equal its Applicable Percentage of the aggregate L/C Exposure at such time.

“L/C Issuers” means (a) BMO (or any Affiliate or designee thereof) in their capacity as issuers of Letters of Credit hereunder, (b) any successor issuer of Letters of Credit hereunder, (c) any other Lender that is approved by the Borrower Representative (such approval not to be unreasonably withheld, conditioned or delayed) and the Administrative Agent to issue Letters of Credit or (d) any financial institution, bank, trust company or other Person, in each case expressly identified by the Administrative Agent from time to time and approved by the Borrower Representative, as an L/C Issuer for purposes of issuing one or more Letters of Credit hereunder; provided, however, that no Person shall be designated as an L/C Issuer unless such Person maintains reporting systems acceptable to the Administrative Agent with respect to letter of credit exposure and agrees to provide regular reporting to the Administrative Agent satisfactory to it with respect to such exposure; provided, further, that no L/C Issuer shall be required to issue commercial or documentary letters of credit; provided, that such Lender consents to issuing any such Letter of Credit. The term “L/C Issuers” means the applicable issuer of the relevant Letters of Credit as the context may require.

“L/C Obligations” means, as at any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit (including, without limitation, any and all Letters of Credit for which documents have been presented that have not been honored or dishonored) plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings plus the outstanding amount of all obligations pursuant to any Support Agreement. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or 3.14 of the ISP, Article 29 of the UCP or similar terms applicable by law or expressed in such Letter of Credit, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“L/C Related Documents” has the meaning specified in Section 2.03(c)(ii)(A).

“LCA Election” means the Borrower Representative’s election to treat a specified acquisition as a Limited Condition Transaction.

“LCA Test Date” has the meaning specified in Section 1.07.

“Lender” has the meaning specified in the introductory paragraph hereto.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower Representative and the Administrative Agent.

“Letter of Credit” means any standby letter of credit issued hereunder.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in substantially the form agreed between the Borrower Representative and the applicable L/C Issuer from time to time.

“Letter of Credit Commitment” means, as to each L/C Issuer, its obligations to issue Letters of Credit to or on behalf of the Borrowers pursuant to Section 2.03(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such L/C Issuer’s name on Schedule 2.01 under the caption “Letter of Credit Commitment” or in the Assignment and Assumption pursuant to which

such L/C Issuer becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Letter of Credit Fee” has the meaning specified in Section 2.03(j)(i).

“Letter of Credit Sublimit” means an amount equal to \$7,500,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facility.

“Lien” means any mortgage, deed of trust, deed to secure debt, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other) or charge or preference or priority over assets or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Limited Condition Transaction” means (i) any acquisition or investment of or in any assets, business or Person not otherwise prohibited under this Agreement, subject to Section 1.07, permitted hereunder by the Borrowers or one or more of their Restricted Subsidiaries whose consummation is not conditioned on the availability of, or on obtaining, third party financing and/or (ii) any redemption or repayment of Junior Debt requiring irrevocable notice in advance of such redemption or repayment.

“Limited Condition Transaction Agreement” has the meaning specified in Section 1.07.

“Liquidity” means, as of any date of determination, the sum of (i) the combined Unrestricted Cash Amount of the Loan Parties as of such date plus (ii) availability under the Revolving Credit Commitment as of such date.

“Loan” means an extension of credit by a Lender to the Borrowers under Article II in the form of a Term Loan or a Revolving Credit Loan.

“Loan Documents” means, collectively, (a) (i) this Agreement, (ii) the Notes, (iii) the Guaranties, (iv) the Collateral Documents, (v) each L/C Related Document (other than any Letter of Credit), (vi) the Fee Letter, (vii) any Customary Intercreditor Agreement or any subordination agreement, and (viii) any other agreement, contract, letter, or other document, in each case, expressly delineated or identified as a “Loan Document” and executed in connection with this Agreement and the other Loan Documents, and (b) for purposes of the Guaranties, the Collateral Documents and the definition of “Obligations”, each Bank Product Agreement and each Secured Hedge Agreement.

“Loan Parties” means, collectively, the Borrowers and each Guarantor.

“Market Capitalization” means an amount equal to (i) the total number of issued and outstanding shares of common Equity Interests of Holdings or a direct or indirect parent company thereof on the date of the declaration of a Restricted Payment *multiplied by* (ii) the arithmetic mean of the closing prices per share of such common Equity Interests on the principal securities exchange on which such common Equity Interests are traded for the thirty (30) consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

“Material Adverse Effect” means (a) the occurrence of an event or condition that has had, or would reasonably be expected to have a material adverse change in, or a material adverse effect upon, the business, operations or financial condition of the Borrowers and their Restricted Subsidiaries taken as a whole; or (b) a material impairment of the rights and remedies (taken as a whole) of the Administrative Agent or any

Lender, or of the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the Loan Documents to which they are a party.

“**Material IP**” has the meaning specified in Section 6.17.

“**Maturity Date**” means (a) with respect to the Revolving Credit Facility, the earlier of (i) the seventh (7th) anniversary of the Closing Date (the “**Scheduled Maturity Date**” for the Revolving Credit Facility) and (ii) the date of termination in whole of the Revolving Credit Commitments and the Letter of Credit Commitments pursuant to Section 2.06 or 8.02 or the acceleration of the Revolving Credit Loans pursuant to Section 8.02, (b) with respect to the Term Facility, the earlier of (i) the seventh (7th) anniversary of the Closing Date (the “**Scheduled Maturity Date**”) and (ii) the date of the acceleration of the Term Loans pursuant to Section 8.02, (c) with respect to any Incremental Term Loan, the earlier of (i) the stated maturity date thereof and (ii) the date of the acceleration of the Incremental Term Loan pursuant to Section 8.02, (d) with respect to any Incremental Revolving Credit Commitments, the earlier of (i) the stated maturity thereof and (ii) the date described in clause (a)(ii) above, (e) with respect to any Class of Extended Term Loans, the earlier of (i) the stated maturity thereof and (ii) the date of the acceleration of such Extended Term Loans pursuant to Section 8.02, (f) with respect to any Class of Extended Revolving Credit Commitments, the earlier of (i) the stated maturity thereof and (ii) the date described in clause (a)(ii) above, (g) with respect to any Class of Refinancing Term Loans, the earlier of (i) the stated maturity thereof and (ii) the date of the acceleration of such Refinancing Term Loans pursuant to Section 8.02 and (h) with respect to any Class of commitments in respect of Refinancing Revolving Credit Loans, the earlier of (i) the stated maturity thereof and (ii) the date described in clause (a)(ii) above; provided that, if any such day is not a Business Day, the applicable Maturity Date shall be the Business Day immediately succeeding such day.

“**Maximum Rate**” has the meaning specified in Section 10.09.

“**Maximum Tax Rate**” means the highest combined marginal federal, state, and local tax rates (taking into account character of income and any tax on “net investment income”) applicable at the time of the relevant determination for an individual or corporation (whichever is higher) resident in San Francisco, California (taking into account the deductibility of state and local income taxes for U.S. federal income tax purposes), as reasonably determined by the Borrowers.

“**Modified Amortization Percentage**” means, at any time, with respect to any Term Commitment Increase that will constitute, and be added to, the initial Term Loans, a percentage equal to the fraction, the numerator of which is the amount of the scheduled amortization payment required to be made on the next scheduled amortization repayment date pursuant to Section 2.07(a), and the denominator of which is the aggregate principal amount of initial Term Loans that is outstanding at such time (in each case, without giving effect to Term Loan Increase to be funded at such time, but, for the avoidance of doubt, including any Incremental Term Loans incurred prior to such time that were added to the initial Term Loans).

“**Mortgage**” means a mortgage, deed of trust, deed to secure debt or similar document, as applicable, together with any assignment of leases and rents referred to therein, in each case in form and substance reasonably satisfactory to the Collateral Agent.

“**Mortgage Policy**” means an ALTA extended coverage lender’s policy of title insurance or such other form of policy as the Collateral Agent may require, in each case from an issuer, in such amount and with such coverages and endorsements as the Collateral Agent may reasonably require and otherwise in form and substance reasonably acceptable to the Collateral Agent.

“**Mortgaged Properties**” means the real properties listed on Schedule 6.12 hereto as of the Closing Date and all other real properties that are required to be subject to a Mortgage in favor of the Collateral Agent from time to time pursuant to this Agreement.

“**Multiemployer Plan**” means any “multiemployer plan” of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding six plan years, has made or been obligated to make contributions or with respect to which a Loan Party otherwise has or would reasonably expect to have liability with respect thereto.

“**Net Cash Proceeds**” means:

(a) with respect to any Disposition by any Loan Party or any Restricted Subsidiary (including any Disposition of Equity Interests in any Subsidiary of the Borrowers), the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness and any interest and other amounts payable thereon that is secured by the applicable asset and that is, or is required to be, repaid in connection with such transaction (other than Indebtedness under the Loan Documents or Indebtedness that is secured by a Lien that ranks *pari passu* with or junior to the Liens securing the Obligations), (B) the reasonable out-of-pocket fees and expenses incurred by any Loan Party or such Restricted Subsidiary in connection with such transaction, (C) Taxes (or, without duplication, Restricted Payments in respect of such Taxes) reasonably estimated to be actually payable within one year of the date of the relevant transaction as a result of the Disposition (provided that any such estimated Taxes not actually due or payable by the end of such one-year period shall constitute Net Cash Proceeds upon the earlier of the date that such Taxes are determined not to be actually payable and the end of such one-year period), including as a result of any necessary repatriation of funds, and (D) reasonable reserves in accordance with GAAP for any liabilities or indemnification payments (fixed or contingent) attributable to seller’s indemnities and representations and warranties to purchasers and other retained liabilities in respect of such Disposition (as determined in good faith by such Loan Party or Restricted Subsidiary) undertaken by any Loan Party or any Restricted Subsidiary of a Loan Party in connection with such Disposition, provided that to the extent that any such amount ceases to be so reserved (other than in connection with a payment of any such liability or indemnification obligation), the amount thereof shall be deemed to be Net Cash Proceeds of such Disposition at such time; and

(b) with respect to the incurrence or issuance of any Indebtedness or Equity Interests by any Loan Party or any Restricted Subsidiary, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable out-of-pocket fees and expenses, incurred by such Loan Party or such Restricted Subsidiary in connection therewith; provided that “Net Cash Proceeds” shall not include the cash proceeds of any issuance of Equity Interests by Holdings or any Borrower or any direct or indirect parent company thereof to the extent that the net proceeds thereof shall have been used by any Borrower and any Restricted Subsidiary to make Permitted Acquisitions or are returned to such Investors or Affiliates pursuant to Section 7.06(i).

“**Non-Consenting Lender**” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all or all affected Lenders in accordance with the terms of Section 10.01 and (b) has been approved by the Required Lenders or a majority of the affected Lenders, as applicable.

“**Non-Core Assets**” means, in connection with any Permitted Acquisition permitted hereunder, non-core assets (excluding any Equity Interests) acquired as part of such Permitted Acquisition, as applicable.

“**Non-Debt Fund Affiliates**” means any affiliate of the Borrowers other than (i) any Borrower or any Subsidiary of the Borrowers, (ii) any Debt Fund Affiliate and (iii) any natural person.

“**Non-Fixed Basket**” means any basket that is subject to compliance with a financial ratio or test (including the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, or the Consolidated Net Leverage Ratio).

“**Non-Guarantor Cap**” has the meaning assigned to such term in clause (iii) of the definition of “Permitted Acquisition”.

“**Note**” means a Term Note, a Revolving Credit Note and a Swingline Note, as the context may require.

“**Notice of Termination**” has the meaning specified in Section 2.03(a).

“**NPL**” means the National Priorities List under CERCLA.

“**Obligations**” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit or Secured Hedging Obligations and all Bank Product Obligations and all L/C Obligations, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; provided that the “Obligations” shall exclude any Excluded Swap Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, premiums, attorneys’ fees and disbursements, indemnities, settlement amounts and other termination payments and other amounts payable by any Loan Party under any Loan Document (including any Bank Product Agreement, any Secured Hedging Obligations and any L/C Related Agreement) and (b) the obligation of any Loan Party to reimburse any amount in respect of any obligation described in clause (a) that any Lender, in its sole discretion to the extent not expressly prohibited by the Loan Documents, may elect to pay or advance on behalf of such Loan Party.

“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**Off-Balance Sheet Liabilities**” means, with respect to any Person as of any date of determination thereof, without duplication and to the extent not included as a liability on the consolidated balance sheet of such Person and any Restricted Subsidiary in accordance with GAAP: (a) with respect to any asset securitization transaction (including any accounts receivable purchase facility) (i) the unrecovered investment of purchasers or transferees of assets so transferred and (ii) any other payment, recourse, repurchase, hold harmless, indemnity or similar obligation of such Person or any Restricted Subsidiary in respect of assets transferred or payments made in respect thereof, other than limited recourse provisions that are customary for transactions of such type and that neither (A) have the effect of limiting the loss or credit risk of such purchasers or transferees with respect to payment or performance by the obligors of the assets so transferred nor (B) impair the characterization of the transaction as a true sale under applicable

Laws (including Debtor Relief Laws); (b) the monetary obligations under any financing lease or so-called “synthetic,” tax retention or off-balance sheet lease transaction which, upon the application of any Debtor Relief Law to such Person or any Restricted Subsidiary, would be characterized as indebtedness; or (c) the monetary obligations under any sale and leaseback transaction which does not create a liability on the consolidated balance sheet of such Person and such Restricted Subsidiaries.

“**Offer Process**” has the meaning set forth in Section 10.06(d)(ii).

“**Organizational Documents**” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“**Other Applicable Indebtedness**” has the meaning specified in Section 2.05(b)(i).

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

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than any assignment pursuant to Section 10.06(m)).

“**Outstanding Amount**” means (a) with respect to Term Loans and Revolving Credit Loans on any date, the aggregate outstanding principal amount thereof, immediately after giving effect to any borrowings and prepayments or repayments of Term Loans and Revolving Credit Loans, as the case may be, occurring on such date; (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date, immediately after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrowers of Unreimbursed Amounts and (c) with respect to any L/C Obligations relating to a Support Agreement on any date, the amount payable thereunder by the Lenders, regardless of when due.

“**Overnight Bank Funding Rate**” means, for any, day the rate per annum (based on a year of 360 days and actual days elapsed) comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by such Federal Reserve Bank (or by such other recognized electronic source (such as Bloomberg) selected by the Administrative Agent for the purpose of displaying such rate) (an “**Alternate Source**”); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the

immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate reasonably determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Loan Parties.

“Parent Holdings” means Riverside Assessments Holdings, LLC, a Delaware limited liability company.

“Parent Holdings LLC Agreement” means that certain Third Amended and Restated Limited Liability Company Agreement of Riverside Assessments Holdings, LLC, dated as of November 2, 2022, by and among the “Members” (as defined therein) from time to time party thereto.

“Participant” has the meaning specified in Section 10.06(h).

“Participant Register” has the meaning specified in Section 10.06(h).

“Payment Recipient” has the meaning specified in Section 9.15(a).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any ERISA Affiliate contributes or has an obligation to contribute or would reasonably expect to have liability with respect thereto, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions, at any time during the immediately preceding six plan years.

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

“Permitted Acquisition” means any transaction or series of related transactions by any Borrower or any Restricted Subsidiary for the direct or indirect (a) acquisition of all or substantially all of the property of any Person, or all or substantially all of the assets constituting a business unit, division, product line or line of business of any Person, (b) acquisition of in excess of 50.0% of the Equity Interests of any Acquired Entity, and otherwise causing such Acquired Entity to become a Restricted Subsidiary of such person, or (c) subject to Section 7.04, merger, amalgamation or consolidation or any other combination with any Acquired Entity causing such Acquired Entity to become a Restricted Subsidiary, if each of the following conditions is met, or if the Required Lenders have otherwise consented in writing thereto:

(i) no Specified Default has occurred and is continuing at the time the definitive agreement for such acquisition is executed;

(ii) the persons or business to be acquired (other than Non-Core Assets, if any, with respect to such acquisition) shall be, or shall be in compliance with Section 7.07;

(iii) the Total Cash Consideration paid by the Borrowers and their Restricted Subsidiaries for (A) assets that do not become Collateral and (B) Acquired Entities that are not or do not become Guarantors, in the aggregate, shall not exceed an amount equal to the greater of

\$42,891,000 and 100.0% of TTM Consolidated EBITDA (the “*Non-Guarantor Cap*”); provided that the foregoing limits may be increased by (I) the Cumulative Amount, (II) without duplication of amounts set forth in the preceding clause (I), the amount of such Permitted Acquisition funded with the equity proceeds of Qualified Capital Stock or capital contributions paid in respect of the Equity Interests of Holdings (or a direct or indirect parent company thereof) and contributed as Qualified Capital Stock to the Borrowers, in each case, that do not increase the Cumulative Amount, are not the proceeds of a Specified Equity Contribution and which have not otherwise been applied for another purpose and/or (III) the Total Cash Consideration actually paid (other than interest) for acquisitions of Acquired Entities that do not become Guarantors after the Closing Date that would reasonably be expected to result in adverse tax consequences to the Borrowers and the Restricted Subsidiaries (taken as whole) if such Acquired Entities were to be Guarantors, as determined by the Borrowers; and

(iv) the person making such acquisition is a Borrower or a Restricted Subsidiary (or a newly formed entity created to consummate the acquisition and directly or indirectly controlled by the Borrowers), and upon consummation of the Permitted Acquisition, other than Acquired Entities and/or assets acquired in reliance on such date on the Non-Guarantor Cap, the Acquired Entity, if applicable, becomes a Subsidiary Guarantor and/or the assets so acquired become Collateral, in each case, solely to the extent required by Section 6.12.

“*Permitted Cumulative Amount Usage*” has the meaning assigned to such term in the definition of “Cumulative Amount”.

“*Permitted Encumbrances*” means any Liens permitted pursuant to any Mortgage.

“*Permitted Equal Priority Refinancing Debt*” means any secured Indebtedness incurred by the Borrowers and/or the Guarantors in the form of one or more series of senior secured notes, bonds or debentures or loans; provided that (i) such Indebtedness is secured by Liens on all or a portion of the Collateral on a basis that is not junior and not senior to the Liens securing the Obligations (but without regard to the control of remedies) and is not secured by any property or assets of any Person other than the Collateral, (ii) such Indebtedness satisfies the applicable requirements set forth in the provisos to the definition of “Credit Agreement Refinancing Indebtedness,” (iii) such Indebtedness is not at any time guaranteed by any Person other than Restricted Subsidiaries that are Guarantors and, with respect to the Borrowers, only guaranteed by Persons that are Guarantors of the Borrowers’ Obligations, and (iv) the Borrowers, the other Loan Parties, the holders of such Indebtedness (or their representative) and the Administrative Agent and/or Collateral Agent shall be party to a Customary Intercreditor Agreement providing that the Liens securing such obligations shall not rank junior or senior to the Liens securing the Obligations (but without regard to the control of remedies). Permitted Equal Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

“*Permitted Holders*” mean the Sponsor (including any continuation fund or vehicle or any other similar entity that is owned, managed and/or directed by the Sponsor).

“*Permitted Incremental Amount*” means the sum of:

(i) the greater of (x) \$42,891,000 and (y) 100.0% of TTM Consolidated EBITDA (calculated on a Pro Forma Basis after giving effect to all Permitted Acquisitions consummated prior to the incurrence of the applicable Commitment Increase and/or contemplated to be consummated substantially concurrently thereafter with the proceeds of such Commitment Increase) less the aggregate principal amount of Permitted Incremental Equivalent Debt issued,

incurred or otherwise obtained in reliance on this First Lien Incremental Dollar Basket (the “**First Lien Incremental Dollar Basket**”); *plus*

(ii) an unlimited amount such that immediately after giving Pro Forma effect to such Commitment Increase (assuming any concurrently established Revolving Credit Commitment Increase is fully drawn (excluding the cash proceeds of any borrowing under any such Incremental Commitment then being established and any Incremental Term Commitment in the form of delayed draw term loans in which the funding or drawing of which is conditional upon the satisfaction of the First Lien Ratio Test, the Junior Lien Ratio Test and/or the Unsecured Ratio Test, as applicable)), (x) if such Commitment Increase is secured on a *pari passu* basis with the Term Loans and/or Revolving Credit Loans hereunder, the Consolidated First Lien Net Leverage Ratio shall satisfy the First Lien Ratio Test, (y) if such Commitment Increase is secured on a junior lien basis, the Consolidated Secured Net Leverage Ratio shall satisfy the Junior Lien Ratio Test, and (z) if such Commitment Increase is unsecured or secured by assets that are not Collateral, the Consolidated Net Leverage Ratio shall satisfy the Unsecured Ratio Test; *plus*

(iii) the amount of all (x) voluntary prepayments (including pursuant to buybacks and open market purchases at the price paid (and not par value)) of Term Loans, Incremental Term Loans and Permitted Incremental Equivalent Debt that are secured on a *pari passu* basis with the Obligations hereunder and Revolving Credit Loans and Incremental Revolving Credit Loans (to the extent accompanied by a permanent reduction of the Commitments under the Revolving Credit Facility or any Incremental Revolving Credit Loan facility, as applicable), including the purchase price of Term Loans contributed to Holdings and cancelled pursuant to Section 10.06(c)(vii) (unless such Term Loans are exchanged for Indebtedness) and Section 10.06(d), in each case, to the extent not funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness) prior to the date of determination and (y) amounts paid by any Loan Party in connection with assignments made pursuant to Section 10.06(m);

provided, that if amounts incurred under clause (ii) are incurred concurrently with amounts under the First Lien Incremental Dollar Basket and/or clause (iii) above, the Consolidated First Lien Net Leverage Ratio shall be permitted to exceed the First Lien Ratio Test, the Consolidated Net Leverage Ratio shall be permitted to exceed the Junior Lien Ratio Test or the Unsecured Ratio Test, as applicable, to the extent of such amounts incurred in reliance on the First Lien Incremental Dollar Basket and/or clause (iii) above, on terms agreed between the Borrower Representative and the Lenders providing such Commitment Increase (it being understood that (A) if the applicable Incremental Ratio Test is met, then at the election of the Borrower Representative, any Commitment Increase may be incurred under clause (ii) above regardless of whether there is capacity under the First Lien Incremental Dollar Basket and/or clause (iii) above, (B) the Borrowers shall be deemed to have used amounts under clause (iii) above prior to utilization of amounts under the First Lien Incremental Dollar Basket, (C) Commitment Increases may be incurred under any combination of the First Lien Incremental Dollar Basket, clause (ii), and/or clause (iii) above and the proceeds from any Commitment Increase may be utilized in a single transaction by first calculating the incurrence under clause (ii) above (without giving effect to any incurrence under the First Lien Incremental Dollar Basket and/or clause (iii) above) and then calculating the incurrence under the First Lien Incremental Dollar Basket and/or clause (iii) above, and (D) any portion of any amounts incurred under the First Lien Incremental Dollar Basket and/or clause (iii) above shall be automatically reclassified as incurred under clause (ii) above if the applicable Incremental Ratio Test is met at the time of such election); provided, further, that to the extent the proceeds of any Commitment Increase are intended to be applied to finance a Limited Condition Transaction, the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage

Ratio or Consolidated Net Leverage Ratio, as applicable, shall be tested in accordance with Section 1.08.

“**Permitted Incremental Equivalent Debt**” means Indebtedness issued, incurred or otherwise obtained by the Borrowers (which may be guaranteed by any other Loan Party) in respect of one or more series of senior unsecured notes, senior secured first lien or junior lien notes or subordinated notes (in each case issued in a public offering, Rule 144A or other private placement in lieu of the foregoing (and any Registered Equivalent Notes issued in exchange therefor)), *pari passu*, junior lien or unsecured loans or secured or unsecured mezzanine Indebtedness that, in each case, if secured, will be secured by Liens on the Collateral on a *pari passu* basis (but without regard to the control of remedies) or a junior priority basis with the Liens on Collateral securing the Obligations, and that are issued or made in lieu of a Commitment Increase; provided that:

(i) the aggregate principal amount of all Permitted Incremental Equivalent Debt at the time of issuance or incurrence shall not exceed the Permitted Incremental Amount at such time;

(ii) such Permitted Incremental Equivalent Debt shall not be subject to any Guarantee by any Person other than a Guarantor and, with respect to the Borrowers, only be guaranteed by entities that are Guarantors of the Borrowers’ Obligations;

(iii) in the case of Permitted Incremental Equivalent Debt that is secured, the obligations in respect thereof shall not be secured by any Lien on any asset of any Person other than any asset constituting Collateral;

(iv) if such Permitted Incremental Equivalent Debt is secured, such Permitted Incremental Equivalent Debt shall be subject to an applicable Customary Intercreditor Agreement, and if such Permitted Incremental Equivalent Debt is subordinated in right of payment to the Obligations, such Indebtedness is subject to an intercreditor agreement or subordination agreement, in each case, in form and substance reasonably acceptable to the Administrative Agent and the Borrower Representative;

(v) other than with respect to the initial maturity date for Interim Debt, if such Permitted Incremental Equivalent Debt is (a) secured on a *pari passu* basis with the Term Loans and/or the Revolving Credit Loans, such Permitted Incremental Equivalent Debt shall have a final maturity date equal to or later than the Latest Maturity Date then in effect with respect to, and have a Weighted Average Life to Maturity equal to or longer than, the Weighted Average Life to Maturity of, the Class of outstanding Term Loans with the then Latest Maturity Date or Weighted Average Life to Maturity, as the case may be, and (b) unsecured (or secured by assets that are not Collateral) or secured on a junior basis to the Term Loans and the Revolving Credit Loans, such Permitted Incremental Equivalent Debt shall have a final maturity date at least ninety-one (91) days after the Latest Maturity Date then in effect with respect to the Class of outstanding Term Loans with the then Latest Maturity Date;

(vi) such Permitted Incremental Equivalent Debt is on terms and conditions (other than pricing, rate floors, discounts, fees and operational redemption provisions) that are (A) not materially less favorable (taken as a whole and as determined in good faith by the Borrower Representative) to the Borrowers than, those applicable to the Term Loans (except for covenants and other provisions applicable only to the periods after the Latest Maturity Date or which are added for the benefit of the Lenders) or (B) otherwise reasonably acceptable to the Administrative Agent; provided, that such terms and conditions shall not provide for (I) in the case of any such Permitted Incremental Equivalent Debt that is secured on a *pari passu* basis with the initial Term

Loans and/or the Revolving Credit Loans, any amortization that is greater than the amortization required under the initial Term Facility or any mandatory repayment, mandatory redemption, mandatory offer to purchase or sinking fund that is greater than the mandatory prepayments required under the initial Term Facility prior to the Latest Maturity Date at the time of incurrence, issuance or obtainment of such Permitted Incremental Equivalent Debt or (II) in the case of any such Permitted Incremental Equivalent Debt that is unsecured (or secured by assets that are not Collateral) or secured on a junior basis to the initial Term Loans and the Revolving Credit Loans, any amortization or any mandatory prepayment prior to the date that is ninety one (91) days after the Latest Maturity Date of the Term Loans other than customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase upon a change of control, unpermitted debt incurrence event, asset sale event or casualty or condemnation event, and customary prepayments, redemptions or repurchases or offers to prepay, redeem or repurchase based on excess cash flow; provided, further, that in no event shall any such customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase be greater than the mandatory prepayments required hereunder (unless this Agreement is amended to provide the Loans and Letters of Credit hereunder with such additional prepayments, repurchases and redemptions);

(vii) [reserved];

(viii) [reserved]; and

(ix) no Restricted Subsidiary that is not a Loan Party shall incur any Permitted Incremental Equivalent Debt or be a guarantor in respect thereof.

“Permitted IPO Reorganization” means any transactions or actions taken in connection with and reasonably related to consummating an initial public offering of Holdings (or a direct or indirect parent company thereof), so long as, immediately after giving effect thereto, the security interest of the Lenders in the Collateral and the value of the Guarantees given by the Guarantors, taken as a whole, are not materially impaired (as determined by the Borrower Representative in good faith).

“Permitted Junior Priority Refinancing Debt” means secured Indebtedness incurred by the Borrowers and/or the Guarantors in the form of one or more series of junior lien secured notes, bonds or debentures or junior lien secured loans; provided that (i) such Indebtedness is secured by all or a portion of the Collateral on a junior priority basis to the Liens securing the Term Loans and the Revolving Credit Loans and is not secured by any property or assets of any Person other than the Collateral, (ii) such Indebtedness satisfies the applicable requirements set forth in the provisos in the definition of “Credit Agreement Refinancing Indebtedness” (provided that such Indebtedness may be secured by a Lien on the Collateral that is junior to the Liens securing the Obligations and any other obligations that are permitted hereunder to be secured on a *pari passu* basis with the Obligations, notwithstanding any provision to the contrary contained in the definition of “Credit Agreement Refinancing Indebtedness”), (iii) the holders of such Indebtedness (or their representative) and the Administrative Agent and/or the Collateral Agent shall be party to a Customary Intercreditor Agreement providing that the Liens securing such obligations shall rank junior to the Liens securing the Term Loans and the Revolving Credit Loans, and (iv) such Indebtedness is not at any time guaranteed by any Restricted Subsidiaries other than Restricted Subsidiaries that are Guarantors and, with respect to the Borrowers, only guaranteed by entities that are Guarantors of the Borrowers’ Obligations. Permitted Junior Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

“Permitted Liens” means Liens permitted under Section 7.01 of this Agreement.

“Permitted Refinancing Indebtedness” means Indebtedness (**“Refinancing Indebtedness”**) issued or incurred (including by means of the extension or renewal of existing Indebtedness) to refinance, refund, extend, renew or replace Indebtedness existing at any time (**“Refinanced Indebtedness”**); provided that (a) the principal amount of such Refinancing Indebtedness is not greater than the principal amount of such Refinanced Indebtedness plus the amount of any premiums or penalties and accrued, capitalized or unpaid interest paid thereon and reasonable fees and expenses incurred (including original issue discounts and upfront fees), in each case associated with such Refinancing Indebtedness, plus an amount equal to any existing unutilized Commitments in respect of such Refinanced Indebtedness, (b) other than with respect to the initial maturity date for Interim Debt, such Refinancing Indebtedness has a final maturity that is no sooner than, and a Weighted Average Life to Maturity that is no shorter than, such Refinanced Indebtedness, (c) if such Refinanced Indebtedness or any Guarantees thereof or any security therefor are subordinated to the Obligations, such Refinancing Indebtedness and any Guarantees thereof and security therefor remain so subordinated on terms no less favorable to the Lenders and the other Secured Parties, (d) the obligors in respect of such Refinanced Indebtedness immediately prior to such refinancing, refunding, extending, renewing or replacing are the only obligors on such Refinancing Indebtedness, (e) such Refinancing Indebtedness shall not be secured by any Collateral except that such Refinancing Indebtedness may be secured with the same (or less) assets, if any, that constituted collateral for the applicable Refinanced Indebtedness immediately prior to such refinancing, refunding, extending, renewing or replacing and (f) such Refinancing Indebtedness contains covenants and events of default and is benefited by Guarantees, if any, which, taken as a whole, are no less favorable to the Borrowers or the applicable Restricted Subsidiary and the Lenders and the other Secured Parties in any material respect than the covenants and events of default or Guarantees, if any, in respect of such Refinanced Indebtedness.

“Permitted Sale Leaseback” means any Sale Leaseback with respect to the sale, transfer or Disposition of real property or other property consummated by any Borrower or any Restricted Subsidiary after the Closing Date; provided that any such Sale Leaseback that is not between (a) a Loan Party and another Loan Party or (b) a Restricted Subsidiary that is not a Loan Party and another Restricted Subsidiary that is not a Loan Party, in each case, must be consummated for fair value as determined at the time of consummation in good faith by such Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of such Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

“Permitted Tax Distributions” means an amount no greater than (a) with respect to any taxable year (or portion thereof) that Holdings is a flow-through entity for U.S. federal income tax purposes, the net taxable income of the Loan Parties that are flow-through entities (without duplication) (calculated (i) by taking into account loss carryforwards from prior taxable periods to the extent useable against such income, and (ii) taking into account any step up in basis under Section 734(b) of the Code and comparable provision of state and local income tax law) multiplied by the Maximum Tax Rate, and (b) with respect to any taxable year (or portion thereof) that a Loan Party is a corporation (or disregarded entity wholly owned by a corporation) for U.S. federal income tax purposes and is a member of (or its income is included in) an affiliated group filing consolidated, combined, unitary or similar tax returns of which it is not the common parent, the corresponding consolidated, combined, unitary or similar federal, state and local income Tax liabilities of the common parent to the extent attributable to such Loan Party; provided, however, that the amount so distributable shall not exceed the amount of taxes that such Loan Party and its Restricted Subsidiaries would have been required to pay for such taxable year (or portion thereof) if such Loan Party and its Restricted Subsidiaries paid taxes as a stand-alone taxpayer (or stand-alone tax group), plus any immaterial incremental state taxes resulting solely from such Loan Party being included in such tax group (reduced by any Taxes paid directly by the Loan Party or any Subsidiary, in each case of clause (a) and (b)); provided that, in each case of clause (a) and (b), any amounts distributed hereunder in respect of any Taxes attributable to the income of Unrestricted Subsidiaries may be made only to the extent that such Subsidiaries have made cash payments to any Loan Party or Restricted Subsidiary for the purpose of such

distribution. Permitted Tax Distributions may be made quarterly based on the Borrower Representative's good faith estimate of the taxable income of Holdings and its direct or indirect Subsidiaries for the entire taxable period.

“Permitted Tax Reorganization” means any re-organizations and other activities and actions related to tax planning, so long as, immediately after giving effect thereto the security interest of the Lenders in the Collateral and the value of the Guarantees given by the Guarantors, taken as a whole, are not materially impaired (as determined by the Borrower Representative in good faith).

“Permitted Unsecured Refinancing Debt” means unsecured Indebtedness incurred by the Borrowers and/or the Guarantors in the form of one or more series of senior unsecured notes, bonds or debentures or loans; provided that (i) such Indebtedness satisfies the applicable requirements set forth in the provisos in the definition of “Credit Agreement Refinancing Indebtedness”, (ii) such Indebtedness is not at any time guaranteed by any Person other than Restricted Subsidiaries that are Guarantors and, with respect to the Borrowers, only be guaranteed by entities that are Guarantors of the Borrowers' Obligations and (iii) if such Indebtedness is subordinated in right of payment to the Obligations, such Indebtedness is subject to an intercreditor agreement or subordination agreement, in each case, in form and substance reasonably acceptable to the Administrative Agent and the Borrower Representative. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

“Person” means any natural person, corporation, limited liability company, trust (including a business trust), joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), other than a Multiemployer Plan, established, sponsored, maintained, or contributed to (or required to be contributed to) by any Borrower or with respect to which a Borrower has or would reasonably expect to have any liability.

“Pledged Debt” has the meaning specified in the Security Agreement.

“Pledged Interests” has the meaning specified in the Security Agreement.

“Pro Forma” or ***“Pro Forma Basis”*** means, with respect to compliance with any test or covenant hereunder, that all Pro Forma Events (including, to the extent applicable, the Transactions), shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant and all definitions (including Consolidated Adjusted EBITDA) used for purposes of any financial covenant or test hereunder shall be determined subject to pro forma adjustments which are attributable to such event or events, which may include the amount of run rate cost savings, operating expense reductions and cost synergies projected by the Borrower Representative in good faith to result from or relating to any Pro Forma Event (including, for the avoidance of doubt, the Transactions) which is being given pro forma effect that have been realized or are expected to be realized and for which the actions necessary to realize such cost savings, operating expense reductions and cost synergies are taken, committed to be taken or with respect to which substantial steps have been taken or are reasonably expected or projected to be taken for realizing such cost savings, operating expense reductions and cost synergies and such cost savings, operating expense reductions and cost synergies are reasonably identifiable and factually supportable (in the good faith determination of the Borrower Representative and certified by a Financial Officer of the Borrower Representative) (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period and “run rate” means the full recurring benefit for a period that is associated with any action taken, committed to be taken or with respect to which substantial steps have been taken or are reasonably expected or projected to be taken for realizing such cost savings and such cost savings are reasonably identifiable

and factually supportable (including any savings expected to result from the elimination of a public target's compliance costs with public company requirements) net of the amount of actual benefits realized during such period from such actions, and any such adjustments shall be included (without duplication of any amounts that are otherwise added back in computing Consolidated Adjusted EBITDA or any other components thereof) in the initial pro forma calculations of such financial ratios or tests and during any subsequent period in which the effects thereof are expected to be realized) relating to such Pro Forma Event; provided that such amounts are either (A) with respect to the Transactions set forth in the Sponsor Model, (B) are factually supportable and projected by the Borrower Representative in good faith to result from actions with respect to which substantial steps have been, will be, or are expected to be, taken (in the good faith determination of the Borrower Representative) within twenty-four (24) months after such Pro Forma Event occurs; provided that the aggregate amount of the addback under this subclause (B), together with adjustments made pursuant to clauses (a)(v)(x), (a)(ix) and (a)(xiv) of the definition of "Consolidated Adjusted EBITDA", in any Test Period shall not exceed 35.0% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addback) (or such greater percentage approved by the Administrative Agent), (C) are determined on a basis consistent with Article 11 of Regulation S-X promulgated under the Exchange Act and as interpreted by the staff of the SEC (or any successor agency) as in effect on or prior to January 1, 2021, or (D) with respect to Permitted Acquisitions and other similar permitted Investments set forth in any due diligence quality of earnings report made available to the Administrative Agent and conducted by financial advisors or operational consultants (which financial advisors or operational consultants are nationally or regionally recognized or otherwise reasonably acceptable to the Required Lenders (it being understood and agreed that McKinsey, Bain or any of the "Big 4" accounting firms and Wipfli LLP, Moss Adams, CBIZ, Inc. and RSM are acceptable)) and retained by a Loan Party; provided, further, that the foregoing pro forma adjustments in connection with any Pro Forma Event shall be applied to any such test, financial ratio or covenant solely to the extent that such adjustments are consistent with, and subject to the limitations set forth in, the definition of "Consolidated Adjusted EBITDA". The Borrower Representative may estimate GAAP results if the financial statements with respect to a Permitted Acquisition or another permitted Investment are not maintained in accordance with GAAP, and the Borrower Representative may make such further adjustments as reasonably necessary in connection with consolidation of such financial statements with those of the Loan Parties. Notwithstanding anything herein or in any other Loan Document to the contrary, when calculating any ratios or tests for purposes of the incurrence of Incremental Loans, Permitted Incremental Equivalent Debt, Indebtedness under Sections 7.02(k) and (t), equivalent types of Indebtedness to the foregoing under any other financial or leverage ratio-based incurrence Indebtedness, the cash and Cash Equivalents that are proceeds from the incurrence of any such Indebtedness shall be excluded from the pro forma calculation of any applicable ratio or test, but pro forma adjustment shall be given effect to any prepayment or repayment of Indebtedness with the use of such proceeds. Notwithstanding anything herein or in any other Loan Document to the contrary, when calculating the Consolidated First Lien Net Leverage Ratio for purposes of (i) definition of "Applicable Margin", (ii) Excess Cash Flow prepayment amount pursuant to Section 2.05(b) and (iii) determining actual compliance (and not a Pro Forma Basis) with the covenant pursuant to Section 7.10, the Pro Forma Events that occurred subsequent to the end of the applicable Test Period shall not be given *pro forma effect*.

"Pro Forma Event" means, (a) the Transactions, (b) any increase in Commitments pursuant to Section 2.14, (c) any Permitted Acquisition or similar Investment that is otherwise permitted by this Agreement, (d) any Disposition, including all or substantially all of the assets or all the Equity Interests of any Restricted Subsidiary of any Borrower (or any business unit, line of business or division of any Borrower or any of the Restricted Subsidiaries of the Borrowers for which financial statements are available) not prohibited by this Agreement, (e) any designation of a Subsidiary as an Unrestricted Subsidiary or a re-designation of an Unrestricted Subsidiary as a Restricted Subsidiary, (f) discontinued divisions or lines of business or operations, (g) any restructuring, operating improvement or expense reduction initiative, cost savings initiative or similar transactions or initiative reasonably elected to be taken

and (h) any other similar events occurring or transactions consummated during the period (including any Indebtedness incurred, repaid or assumed in connection with such Permitted Acquisition, Investment permitted hereunder or Disposition (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes unless such Indebtedness has been permanently repaid and not replaced), assuming such Indebtedness bears interest during any portion of the applicable period prior to the relevant acquisition at the weighted average of the interest rates applicable to outstanding Loans incurred during such period).

“Prohibited Person” means (a) a Person that is the subject of sanctions administered by OFAC or the U.S. Department of State (“State”), including by virtue of being (i) named on OFAC’s list of “Specially Designated Nationals and Blocked Persons”; (ii) organized under the laws of, ordinarily resident in, or physically located in a Sanctioned Country; (iii) owned or controlled 50% or more in the aggregate, by one or more Persons that are the subject of sanctions administered by OFAC; (b) a Person that is the subject of sanctions maintained by the European Union (“E.U.”), including by virtue of being named on the E.U.’s “Consolidated list of persons, groups and entities subject to E.U. financial sanctions” or other, similar lists; (c) a Person that is the subject of sanctions maintained by the United Kingdom (“U.K.”), including by virtue of being named on the “Consolidated List Of Financial Sanctions Targets in the U.K.” or other, similar lists; or (d) a Person that is the subject of sanctions imposed by any Governmental Authority of a jurisdiction whose laws apply to this Agreement.

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

“Public Company Costs” means any costs, fees and expenses associated with, in anticipation of, or in preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs, fees and expenses relating to compliance with the provisions of the Securities Act and the Exchange Act (as applicable to companies with equity or debt securities held by the public), the rules of national securities exchanges for companies with listed equity or debt securities, directors’ or managers’ compensation, fees and expense reimbursements, charges relating to investor relations, shareholder meetings and reports to shareholders and debtholders, directors’ and officers’ insurance and other executive costs, legal and other professional fees and listing fees.

“Public Official” means a person acting in an official capacity for or on behalf of any Governmental Authority, state-owned or controlled entity, public international organization, or political party; or any party official or candidate for political office.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to such term in Section 10.23.

“Qualified Capital Stock” of any Person means any Equity Interest of such Person that is not Disqualified Stock.

“Qualified ECP Guarantor” means, at any time, each Loan Party with total assets exceeding \$10,000,000 or that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another person to qualify as an “eligible contract participant” at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualified Securitization Financing” means any Securitization Facility of a Securitization Subsidiary that meets the following conditions: (i) the Borrower Representative shall have determined in

good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrowers and the Restricted Subsidiaries; (ii) all sales of Securitization Assets and related assets by any Borrower or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower Representative); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower Representative) and may include standard securitization undertakings; and (iv) the obligations under such Securitization Facility are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to any Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

“Qualifying IPO” means the issuance by Holdings or any direct or indirect parent of Holdings, in each case, of its Qualified Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

“Receivables Assets” means (a) any trade or accounts receivable owed to a Borrower or a Restricted Subsidiary subject to a Receivables Facility and the proceeds thereof and (b) all collateral securing such trade or accounts receivable, all contracts and contract rights, guarantees or other obligations in respect of such trade or accounts receivable, all records with respect to such trade or accounts receivable and any other assets customarily transferred together with trade or accounts receivables in connection with a non-recourse trade or accounts receivable factoring arrangement and which are sold, conveyed, assigned or otherwise transferred or pledged by a Borrower to a commercial bank or an Affiliate thereof in connection with a Receivables Facility.

“Receivables Facility” means an arrangement between a Borrower or a Restricted Subsidiary and a commercial bank or an Affiliate thereof pursuant to which (a) such Borrower or such Restricted Subsidiary, as applicable, sells (directly or indirectly) to such commercial bank (or such Affiliate) trade or accounts receivable owing by customers, together with Receivables Assets related thereto, at a customary discount, (b) the obligations of such Borrower or such Restricted Subsidiary, as applicable, thereunder are non-recourse (except for customary repurchase obligations) to such Borrower and such Restricted Subsidiary and (c) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower Representative) and may include standard securitization undertakings, and shall include any guaranty in respect of such arrangement.

“Recipient” has the meaning specified in the definition of “Excluded Taxes”.

“Reference Date” has the meaning assigned to such term in the definition of “Cumulative Amount”.

“Refinanced Debt” has the meaning specified in the definition of “Credit Agreement Refinancing Indebtedness”.

“Refinanced Indebtedness” has the meaning specified in the definition of “Permitted Refinancing Indebtedness”.

“Refinanced Revolving Credit Loans” has the meaning specified in [Section 2.18](#).

“Refinanced Term Commitments” has the meaning specified in [Section 2.18](#).

“Refinanced Term Loans” has the meaning specified in Section 2.18.

“Refinancing” means the repayment of all existing third-party debt for borrowed money of Holdings, the Borrowers and their Subsidiaries under that certain Credit Agreement, dated as of March 10, 2020, by and among Holdings, the Borrower, the other Subsidiaries of Holdings from time to time party thereto as guarantors, the lenders from time to time party thereto and Encina Private Credit SPV, LLC as administrative agent, and, in each case all liens and guarantees in support thereof, will be repaid, redeemed, defeased, discharged, refinanced or terminated and all commitments thereunder shall have been terminated and all liens and guaranties thereunder shall have been released or terminated.

“Refinancing Amendment” means an amendment to this Agreement in form reasonably satisfactory to the Borrower Representative executed by each of (a) the Borrowers (and to the extent it directly and adversely affects the rights or obligations of the Administrative Agent beyond those of the type already required to perform under the Loan Documents, the Administrative Agent) and (b) each Additional Lender that agrees to provide any portion of the Permitted Equal Priority Refinancing Debt in the form of loans (and corresponding commitments) being incurred pursuant thereto, in accordance with Section 2.18. In the event a Refinancing Amendment is effected without the consent of the Administrative Agent and to which the Administrative Agent is not a party, the Borrower Representative shall furnish a copy of such Refinancing Amendment to the Administrative Agent.

“Refinancing Indebtedness” has the meaning specified in the definition of Permitted Refinancing Indebtedness.

“Refinancing Revolving Credit Commitments” has the meaning specified in Section 2.18.

“Refinancing Revolving Credit Loans” has the meaning specified in Section 2.18.

“Refinancing Term Loans” has the meaning specified in Section 2.18.

“Refinancing Term Loan Repayment Amount” has the meaning specified in Section 2.07(b).

“Register” has the meaning specified in Section 10.06(f).

“Registered Equivalent Notes” means, with respect to any notes originally issued in an offering pursuant to Rule 144A under the Securities Act or other private placement transaction under the Securities Act, substantially identical notes (having the same guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, members, directors, officers, employees, agents, controlling persons, trustees, auditors, professional consultants, representatives, equity holders, portfolio management services, attorneys and advisors of such Person and of such Person’s Affiliates and the successors and permitted assigns of each such Person.

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration into, onto, under or through the environment or any facility or property.

“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.

“Repayment Amount” means a Term Loan Repayment Amount, an Extended Term Loan Repayment Amount, an Incremental Term Loan Repayment Amount and a Refinancing Term Loan Repayment Amount scheduled to be repaid on any date.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

“Reportable Compliance Event” means that (a) any Loan Party becomes a Prohibited Person; or (b) any Loan Party has caused or, to the knowledge of that Loan Party, is likely to cause the Lenders or any Agent to be in violation of any Anti-Terrorism Law.

“Request for Credit Extension” means (a) with respect to a Borrowing, a conversion of Loans from one Type to the other or continuation of Eurodollar Rate Loans, a Borrowing Notice, and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

“Required Financials” means [(a) the audited consolidated balance sheets and related statements of income of Parent Holdings and its Subsidiaries for the fiscal year ended December 31, 2022 and (b) the unaudited consolidated balance sheet and related statements of income of Parent Holdings and its Subsidiaries for the fiscal quarters ended March 31, 2023, June 30, 2023, September 30, 2023 and December 31, 2023]; provided, that in each case, no financial statements or pro forma financial statements shall be required to include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

“Required Lenders” means, as of any date of determination, Lenders having more than 50.0% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations being deemed “held” by such Lender for purposes of this definition) for all Facilities plus (b) aggregate unused Commitments; provided that the unused Commitments of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders; provided, however, that if at any time there are two (2) or more Lenders who are not Affiliates or Approved Funds of one another, “Required Lenders” must include at least two (2) Lenders who are not Affiliates or Approved Funds of one another.

“Required Revolving Credit Lenders” means, as of any date of determination, Revolving Credit Lenders owed or holding at least a majority in interest of the sum of (a) the aggregate principal amount of the Revolving Credit Loans outstanding at such time, plus (b) the Outstanding Amount of all L/C Obligations at such time, plus (c) the amounts of participations in Swing Loans and the principal amount of unparticipated portions of Swing Loans, plus (d) the aggregate unused Revolving Credit Commitments at such time; *provided* that, if at any time there are two (2) or more Revolving Credit Lenders who are not Affiliates or Approved Funds of one another, “Required Revolving Credit Lenders” must include at least two (2) Revolving Credit Lenders who are not Affiliates or Approved Funds of one another; provided, however, that the unused Revolving Credit Commitment of, the aggregate principal amount of the Revolving Credit Loans outstanding and owing to, and the Applicable Percentage of the Outstanding Amount of all L/C Obligations of, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Credit Lenders.

“Required Term Lenders” means as of any date of determination, the Term Lenders owed or holding at least a majority in interest of the aggregate principal amount of the Term Loans outstanding at such time; *provided* that, if at any time there are two (2) or more Term Lenders who are not Affiliates or Approved Funds of one another, “Required Term Lenders” must include at least two (2) Term Lenders who are not Affiliates or Approved Funds of one another.

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

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

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Borrower or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Borrower’s stockholders, partners or members (or the equivalent of any thereof), or on account of any option, warrant or other right to acquire any such dividend or other distribution or payment.

“**Restricted Subsidiary**” means any Subsidiary of the Borrowers other than an Unrestricted Subsidiary. Unless otherwise expressly provided herein, all references herein to a “Restricted Subsidiary” means a Restricted Subsidiary of the Borrowers.

“**Revolving Credit Borrowing**” means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(b).

“**Revolving Credit Commitment**” means, as to each Revolving Credit Lender, its obligations to (a) make Revolving Credit Loans to the Borrowers pursuant to Section 2.01(b) and (b) purchase participations in Swing Loans or L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Revolving Credit Commitment” or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate principal amount of Revolving Credit Commitments on the Closing Date shall be \$30,000,000.

“**Revolving Credit Commitment Increase**” has the meaning specified in Section 2.14(a).

“**Revolving Credit Exposure**” means, with respect to any Revolving Credit Lender at any time, the sum of (a) the aggregate principal amount at such time of all its outstanding Revolving Credit Loans, plus (b) the aggregate amount at such time of its L/C Exposure, plus (c) the aggregate amount at such time of its Swingline Exposure.

“**Revolving Credit Extension Request**” has the meaning specified in Section 2.17(a)(ii).

“**Revolving Credit Facility**” means, at any time, the aggregate principal amount of the Revolving Credit Lenders’ Revolving Credit Commitments at such time.

“Revolving Credit Lender” means, at any time, any Lender that has a Revolving Credit Commitment at such time.

“Revolving Credit Loan” has the meaning specified in Section 2.01(b) and includes, as the context may require, any Incremental Revolving Credit Loans, Refinancing Revolving Credit Loans or Extended Revolving Credit Loan and, as so defined, includes an Alternate Base Rate Loan or a SOFR Loan, each of which is a Type of Revolving Credit Loan hereunder.

“Revolving Credit Note” means a promissory note of the Borrowers payable to any Revolving Credit Lender, in substantially the form of Exhibit C-2 hereto, evidencing the aggregate indebtedness of the Borrowers to such Revolving Credit Lender resulting from the Revolving Credit Loans made by such Revolving Credit Lender.

“Riverside Assessments” has the meaning specified in the preamble.

“Sale Leaseback” means any transaction or series of related transactions pursuant to which any Borrower or any Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

“Sanctioned Country” means a country or territory that is itself the subject or target of any comprehensive Sanctions (currently, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic and the Crimea region of Ukraine).

“Sanction(s)” means any applicable sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty’s Treasury (“**HMT**”) or other sanctions authority with jurisdiction over any Loan Party, Agent, Lender, or other party hereto.

“Scheduled Maturity Date” has the meaning specified in the definition of Maturity Date.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Secured Hedge Agreement” means any interest rate or foreign currency exchange rate Swap Contract that is entered into by and between any Borrower or any Restricted Subsidiary and any Hedge Bank and that has been designated as such by the Borrower Representative and such Hedge Bank by a written notice delivered to the Administrative Agent.

“Secured Hedging Obligation” means all Obligations arising under any Secured Hedge Agreement or otherwise with respect thereto.

“Secured Parties” means, collectively, the Agents, the Arrangers, the Lenders, each L/C Issuer, the Bank Product Providers and the Hedge Banks.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Securitization Asset” means (a) any trade or accounts receivables or related assets and the proceeds thereof, in each case subject to a Securitization Facility, and (b) all collateral securing such receivable or asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable or asset, lockbox accounts and records with respect to such account or asset and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged by any Borrower or any Restricted Subsidiary in connection with a Qualified Securitization Financing.

“Securitization Facility” means any transaction or series of securitization financings that may be entered into by any Borrower or any Restricted Subsidiary pursuant to which any Borrower or any Restricted Subsidiary may sell, convey or otherwise transfer, or may grant a security interest in, Securitization Assets to either (a) a Person that is not a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets any Borrower or any of their Subsidiaries.

“Securitization Subsidiary” means any Subsidiary of any Borrower in each case formed for the purpose of and that solely engages in one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which any Borrower or any Subsidiary of any Borrower makes an Investment and to which any Borrower or any Subsidiary of any Borrower transfers Securitization Assets and related assets.

“Security Agreement” means the Security Agreement, dated as of the Closing Date, among the Borrowers, the grantors referred to therein and the Collateral Agent, together with each other security agreement and Security Agreement Supplement delivered pursuant to Section 6.12.

“Security Agreement Supplement” has the meaning specified in the Security Agreement.

“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 (i) any borrowing of Term Loans, the SOFR Loans comprising such borrowing of Term Loans and (ii) any borrowing of Revolving Credit Loans, the SOFR Loans comprising such borrowing of Revolving Credit Loans.

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

“SOFR Reserve Percentage” means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“Solvent” and **“Solvency”** mean, with respect to any Person on any date of determination, that on such date (a) the fair value (measured on a going concern basis) of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair salable value (measured on a going concern basis) of the assets of such Person is not

less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured in the ordinary course, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature in the ordinary course, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital, and (e) such Person is able to pay its debts and liabilities as the same become due and payable in the ordinary course. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“**SPC**” has the meaning specified in Section 10.06(k).

“**Specified Default**” means an Event of Default pursuant to Section 8.01(a) or (f).

“**Specified Equity Contribution**” has the meaning set forth in Section 7.10(b).

“**Specified Existing Revolving Credit Commitment Class**” has the meaning specified in Section 2.17(a)(ii).

“**Specified Loan Party**” means any Loan Party that is not an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to Section 1(c) of each of the Guaranties).

“**Sponsor**” means Alpine Investors VI, LP, a Delaware limited partnership, Alpine VI-A Holdings Sub IX, LLC, a Delaware limited liability company, and their controlled investment Affiliates (other than portfolio companies).

“**Sponsor Model**” means the projection model delivered by the Sponsor to the Administrative Agent on February 2, 2024.

“**Sponsor Permitted Assignees**” has the meaning set forth in Section 10.06(c)(i).

“**Spot Rate**” means the rate reasonably determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date of such determination; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

“**Subsidiary**” of a Person means a corporation, partnership, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of any Borrower.

“**Subsidiary Guarantors**” means each domestic Restricted Subsidiary that executes and delivers the Subsidiary Guaranty and any applicable Collateral Documents as of the Closing Date or that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12.

“**Subsidiary Guaranty**” means any guaranty and guaranty supplement delivered pursuant to Section 6.12, substantially in the form of Exhibit F hereto.

“**Support Agreement**” has the meaning set forth in Section 2.03(b).

“**Supported Letter of Credit**” has the meaning set forth in Section 2.03(a).

“**Supported QFC**” has the meaning assigned to such term in Section 10.23.

“**Swap Contract**” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of ISDA Master Agreement, including any such obligations or liabilities under any ISDA Master Agreement.

“**Swap Obligations**” 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 legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include an Arranger, a Lender or any Affiliate of an Arranger or a Lender).

“**Swing Lender**” means, each in its capacity as Swing Lender hereunder, any Lender (or Affiliate or Approved Fund of any Lender) that agrees, with the approval of the Administrative Agent and the Borrowers, to act as the Swing Lender hereunder.

“**Swing Loan**” as defined in Section 2.19(a).

“**Swingline Sublimit**” means an amount equal to \$10,000,000. The Swingline Sublimit is part of, and not in addition to, the Revolving Credit Facility.

“**Swingline Commitment**” means, as to each Swing Lender, its obligations to make Swing Loans to the Borrowers pursuant to Section 2.19(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Swing Lender’s name on Schedule 2.01 under the caption “Swingline Commitment” or in the Assignment and Assumption pursuant to which such Swing Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“**Swingline Exposure**” means the aggregate principal amount of all Swing Loans outstanding at such time. The Swingline Exposure of any Revolving Credit Lender at any time shall be its pro rata share of the aggregate Swingline Exposure at such time.

“**Swingline Note**” means a promissory note of the Borrowers payable to the Swing Lender, in substantially the form of Exhibit C-4 hereto, evidencing the aggregate Indebtedness of the Borrowers to the Swing Lender resulting from the Swing Loans made to the Borrowers by the Swing Lender.

“**Swingline Request**” as defined in Section 2.19(b).

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**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 Borrowing**” means a borrowing consisting of simultaneous Term Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the Term Lenders pursuant to Section 2.01(a).

“**Term Commitment**” means, as to each Term Lender, its obligation to make Term Loans to the Borrowers pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Term Loan Commitment” or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate principal amount of Term Commitments as of the Closing Date is \$207,500,000.

“**Term Commitment Increase**” has the meaning specified in Section 2.14(a).

“**Term Facility**” means, at any time, the aggregate Term Commitments or Term Loans, as applicable, of all Lenders at such time, and includes, as the context may require, any Extended Term Loans, any Refinancing Term Loans or Incremental Term Loans or the aggregate principal amount of term loans of any Class (or as applicable the aggregate commitments in respect thereof).

“**Term Lender**” means, at any time, any Lender that has a Term Commitment or a Term Loan, a Lender of any Incremental Term Loans, a Lender of any Refinancing Term Loan, an Extending Lender of any Extended Term Facility or any Lender under any Term Facility of another Class.

“**Term Loan**” has the meaning specified in Section 2.01(a), and includes, as the context may require, the initial Term Loan, Incremental Term Loans, Refinancing Term Loan or any Extended Term Loan and, as so defined, includes an Alternate Base Rate Loan or a SOFR Loan, each of which is a Type of Term Loan hereunder; provided that each Term Loan that is an Alternate Base Rate Loan must be a Dollar denominated Alternate Base Rate Loan.

“**Term Loan Extension Request**” has the meaning specified in Section 2.17(a)(i).

“**Term Loan Repayment Amount**” has the meaning specified in Section 2.07(a).

“**Term Note**” means a promissory note of the Borrowers payable to any Term Lender, substantially in the form of Exhibit C-1 hereto, evidencing the aggregate indebtedness of the Borrowers to such Term Lender resulting from the Term Loans made by such Term Lender.

“**Term SOFR**” means: for calculation with respect to a SOFR Loan, the interest rate per annum reasonably determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, at the Administrative Agent’s discretion, to the nearest 1/100th of 1%) (A) 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) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the Periodic Term SOFR Determination Day, then the Term SOFR Reference Rate, for purposes of clause (A) in the preceding sentence, shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Periodic Term SOFR Determination Day for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day. As applicable, if the Term SOFR, determined as provided above, would be less than the Floor, then Term SOFR shall be deemed to be the Floor. Term SOFR shall be adjusted automatically without notice to the Loan Parties on and as of (i) the first day of each Interest Period, and (ii) the effective date of any change in the SOFR Reserve Percentage.

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

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

“**Termination Date**” means the date on which (a) the Commitments of all Lenders hereunder have been terminated or expired, (b) the Obligations (other than (i) Unaccrued Indemnity Claims and (ii) Secured Hedging Obligations and Bank Product Obligations as to which arrangements satisfactory to the applicable Hedge Bank or Bank Product Provider, as the case may be, shall have been made) have been paid in full and (c) all Letters of Credit have been terminated, expired, Cash Collateralized or back-stopped.

“**Test Period**” means, at any time, subject to Section 1.07, the four consecutive fiscal quarters of Holdings then last ended (in each case taken as one accounting period) for which financial statements have been or were required to be delivered pursuant to Section 6.01(a) or (b) or, in the case of any transaction the permissibility of which requires a calculation on a Pro Forma Basis, the last day of the most recently ended fiscal quarter prior to the date of such determination for which financial statements have been delivered by the Loan Parties in accordance with Section 6.01(a) or 6.01(b) hereof.

“**Threshold Amount**” means the greater of \$12,867,300 and 30.0% of TTM Consolidated EBITDA.

“**Total Cash Consideration**” means (without duplication), with respect to a Permitted Acquisition, the amount equal to the sum of (a) cash paid or payable as consideration to the seller in connection with such Permitted Acquisition (other than arising from agreements of the Borrowers or the Restricted Subsidiaries providing for indemnification, contribution, earn-outs and similar adjustments of purchase price with respect to such Permitted Acquisition) and (b) Indebtedness payable in cash to the seller in connection with such Permitted Acquisition (other than any Indebtedness that does not require any cash payments of principal prior to the third anniversary of the closing date of such Permitted Acquisition).

“**Total Outstandings**” under any Facility means the aggregate Outstanding Amount of all Loans under such Facility and in the case of the Revolving Credit Facility, all L/C Obligations.

“**Transaction Expenses**” means any fees, premiums, expenses and other transaction costs incurred or paid by the Borrowers or any of their Restricted Subsidiaries in connection with the Transactions (including to fund any OID and upfront fees), this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby.

“**Transactions**” means, collectively, (a) the entering into the Loan Documents by the Loan Parties, the borrowings thereunder on the Closing Date and the application of the proceeds thereof as contemplated hereby and thereby, (b) the Refinancing and (c) the Transaction Expenses.

“**TTM Consolidated EBITDA**” means Consolidated Adjusted EBITDA for the most recently ended Test Period.

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

“**UCP**” means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time).

“**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.

“**Unaccrued Indemnity Claims**” means claims for indemnification that may be asserted by the Agents, any L/C Issuer, any Lender or any other Indemnitee under the Loan Documents that are unaccrued and contingent and as to which no claim, notice or demand has been given to or made on the Borrowers (with a copy to the Administrative Agent) within five (5) Business Days after the Borrower Representative’s request therefor to the Administrative Agent (unless the making or giving thereof is prohibited or enjoined by any applicable Law or any order of any Governmental Authority); provided that the failure of any Person to make or give any such claim, notice or demand or otherwise to respond to any such request shall not be deemed to be a waiver and shall not otherwise affect any such claim for indemnification.

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

“**Uniform Commercial Code**” or “**UCC**” means the Uniform Commercial Code as in effect, from time to time, 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.

“**United States**” and “**U.S.**” mean the United States of America.

“**U.S. Tax Compliance Certificate**” has the meaning specified in Section 3.01(e).

“**Unreimbursed Amount**” has the meaning specified in Section 2.03(e).

“Unrestricted Cash Amount” means, as to any Person on any date of determination, the amount of (a) the unrestricted cash and Cash Equivalents of such Person whether or not held in an account pledged to the Collateral Agent and (b) cash and Cash Equivalents of such Person restricted in favor of the Facilities (which may also include cash and Cash Equivalents securing other Indebtedness secured by (x) a pari passu or junior Lien on any Collateral along with the Facilities or (y) assets that are not Collateral), in each case as determined in accordance with GAAP; it being understood and agreed that any segregated funds held in escrow or otherwise restricted for the benefit of an unaffiliated third party, in each case, shall be deemed to constitute “restricted cash” for purposes of the Unrestricted Cash Amount.

“Unrestricted Subsidiary” means (a) any Subsidiary of the Borrowers which is designated as an Unrestricted Subsidiary by the Borrower Representative after the Closing Date pursuant to Section 6.17(a) and which has not been re-designated as a Restricted Subsidiary pursuant to Section 6.17(b) and (b) any Subsidiary of an Unrestricted Subsidiary.

“Unsecured Ratio Test” means that the Consolidated Net Leverage Ratio, after giving Pro Forma effect to the establishment of the applicable Indebtedness (and assuming that such Indebtedness and any concurrently established revolving credit facilities are fully drawn other than any Incremental Term Commitment in the form of delayed draw term loans the funding or drawing of which is conditional upon the satisfaction of a leverage condition as of a future or indeterminate date) shall be no greater than 6.50:1.00; provided, that for purposes of such calculation of the Consolidated Net Leverage Ratio (A) the proceeds of the applicable Indebtedness shall not be included in the determination of the Cash Netting Amount and (B) such ratio is calculated as of the last day of the most recently ended Test Period.

“USA Patriot Act” has the meaning set forth in Section 10.15.

“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.

“U.S. Special Resolution Regimes” has the meaning assigned to such term in Section 10.23.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) 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 (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness, in each case, without giving effect to any reductions of amortization or other scheduled payments for periods where amortization has been reduced as a result of the prepayment of the applicable Indebtedness.

“WJV” means the release and subsequent rollout of the Woodcock-Johnson V assessment product.

“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.

“*Yield Differential*” has the meaning specified in Section 2.14.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organizational Document and this Agreement) shall be construed, unless otherwise expressly stated, as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, amendment and restatements, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits, Preliminary Statements, Recitals and Schedules shall be construed to refer to Articles and Sections of, and Exhibits, Preliminary Statements, Recitals and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) any certification hereunder required to be given by a corporate officer shall be deemed to be made on behalf of the applicable Loan Party and not in the individual capacity of such officer.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) With respect to any Default or Event of Default, the words “exists,” “is continuing” or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived.

(e) Notwithstanding anything in this Agreement or any Loan Document to the contrary, in calculating any Non-Fixed Basket any amounts incurred, or transactions entered into

or consummated, in reliance on a Fixed Basket (including the First Lien Incremental Dollar Basket) in a substantially concurrent transaction with the amount incurred, or transaction entered into or consummated, under an applicable Non-Fixed Basket shall be disregarded in the calculation of such Non-Fixed Basket.

(f) If any of the baskets set forth in this Agreement are exceeded solely as a result of fluctuations of EBITDA for the most recently completed period after the last time such baskets were calculated for any purpose hereunder, such baskets will not be deemed to have been exceeded solely as a result of such fluctuations.

(g) The Borrower Representative shall determine in good faith the Dollar equivalent amount of any utilization or other measurement denominated in a currency other than Dollars for purposes of compliance with any basket in this Agreement or any other Loan Document. For purposes of determining compliance with any basket or threshold under Article VII or VIII with respect to any amount expressed in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such basket or threshold utilization occurs or other basket or threshold measurement is made (so long as such utilization or other measurement, at the time incurred, made or acquired, was permitted hereunder). Except with respect to any ratio calculated under any basket, any subsequent change in rates of currency exchange with respect to any prior utilization or other measurement of a basket previously made in reliance on such basket (as the same may have been reallocated in accordance with this Agreement) shall be disregarded for purposes of determining any unutilized portion under such basket. For purposes of determining the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio, and the Consolidated Net Leverage Ratio, the amount of Indebtedness and cash and Cash Equivalents, if applicable, shall reflect the currency translation effects, determined in accordance with GAAP, of Swap Obligations permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar Equivalent of such Indebtedness.

(h) Any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

1.03 Accounting Terms.

(a) Generally. Subject to clause (b) below, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP (except as otherwise expressly noted therein and herein, with any such exceptions to be consistent with the past practice of the Borrowers in preparing such financial data), as in effect from time to time, applied in a manner consistent with that used in preparing Holdings' historical financial statements, except as otherwise specifically prescribed herein, and except that the Borrower Representative may estimate GAAP results if the financial statements with respect to a Permitted Acquisition are not maintained in accordance with GAAP, and the Borrowers may make such further adjustments as reasonably necessary in connection with consolidation of such financial statements with those of the Loan Parties.

(b) Changes in GAAP. (i) If at any time there shall occur any change in GAAP and such applicable change would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower Representative or the Administrative Agent shall so request, the Administrative Agent, the Lenders and the Borrower Representative shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in the relevant accounting method (subject to the approval of the Administrative Agent); provided that, until so amended, (x) such ratio or requirement shall continue to be computed in accordance with the relevant accounting method in effect prior to such change and (y) the Borrower Representative shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made immediately before and immediately after giving effect to such change in the relevant accounting method. No delay by the Borrower Representative or the Administrative Agent in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles or such accounting method, as applicable. Without limiting the generality of the foregoing, the Borrowers shall neither be deemed to be in compliance with any financial covenant hereunder nor out of compliance with any financial covenant if such state of compliance or noncompliance, as the case may be, would not exist but for the occurrence of a change in accounting principles after the Closing Date. (ii) In addition, the financial ratios and related definitions set forth in the Loan Documents shall be computed to exclude the application of ASC 815, ASC 480, ASC 718, ASC 606 or ASC 505-50 (to the extent that the pronouncements in ASC 718 or ASC 505-50 result in recording an equity award as a liability on the consolidated balance sheet of the Borrowers and the Restricted Subsidiaries in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity). Notwithstanding any other provision contained herein, unless the Borrower Representative has requested an amendment pursuant to this Section 1.03(b) with respect to the treatment of operating leases under GAAP and until such amendment has become effective, all obligations of any Person that are or would have been categorized as operating leases as determined in accordance with GAAP prior to giving effect to the Financial Accounting Standards Board Accounting Standard Updated 2016-2, Lease (Topic 842), issued on February 25, 2016, or any other changes in GAAP subsequent to the Closing Date, will not be considered a capital lease for all purposes under this Agreement (whether or not such operating lease obligations were in effect on such date). (iii) All terms of an accounting or financial nature used herein shall be construed and all computations of amounts and ratios referred to herein shall be made, without giving effect to (1) Statement of Financial Accounting Standards 141R or ASC 805 (or any other financial accounting standard having a similar result or effect), or (2) any election under Financial Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness in respect of convertible debt instruments under ASC 470-20 (or any other financial accounting standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be calculated at the full stated principal amount thereof.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the maximum amount available to be drawn under such Letter of Credit immediately after giving effect to all increases thereof contemplated by such Letter of Credit or the L/C Related Documents related thereto therefor, whether or not such maximum amount may be drawn.

1.07 Limited Condition Transactions. Notwithstanding anything to the contrary herein, for purposes of (i) measuring the relevant ratios (including the Consolidated First Lien Net Leverage Ratio (including, without limitation, for purposes of determining pro forma compliance with the Financial Covenant as a condition to effecting any such transaction, but not for determining actual compliance with the Financial Covenant when tested), the Consolidated Secured Net Leverage Ratio and the Consolidated Net Leverage Ratio) and testing availability under baskets (including baskets measured as a percentage of TTM Consolidated EBITDA or consolidated total assets) with respect to the incurrence of any Indebtedness (including any Incremental Loan and Permitted Incremental Equivalent Debt but excluding Revolving Credit Loans (provided, that for the avoidance of doubt, the term “Revolving Credit Loans” shall not, for purposes of this sentence, include Incremental Revolving Credit Loans)) or Liens or the making of any Permitted Acquisitions or other similar Investments, dividends, payments or prepayments subject to Section 7.12, asset sales or other sales or dispositions of assets or fundamental changes, the designation of any Restricted Subsidiaries or Unrestricted Subsidiaries, or (ii) determining compliance with representations and warranties or the occurrence of any Default or Event of Default (other than (x) in connection with the borrowing of any Revolving Credit Loan pursuant to Section 4.02 and (y) a Specified Default), in the case of clauses (i) and (ii), in connection with a Limited Condition Transaction, if the Borrower Representative has made an LCA Election with respect to such Limited Condition Transaction, the date of determination of whether any such action is permitted hereunder (including, in the case of calculating Consolidated Adjusted EBITDA, as applicable, the reference date for determining which Test Period shall be the most recently ended Test Period for purposes of making such calculation) shall be deemed to be (x) in respect of any Permitted Acquisition or other similar Investment not otherwise prohibited by this Agreement, the date the definitive agreements for (or in the case of a Limited Condition Transaction that involves some other manner of establishing a binding obligation (including, without limitation under local law), such other binding obligations to consummate) such Limited Condition Transaction are entered (a “**Limited Condition Transaction Agreement**”) and (y) in respect of any Junior Debt Payments, the date of determination of whether any such action is permitted hereunder (including, in the case of calculating Consolidated Adjusted EBITDA, the reference date for determining which Test Period shall be the most recently ended Test Period for purposes of making such calculation) shall be deemed to be the date set forth in an irrevocable (which may be conditional) notice of such Junior Debt Payment is delivered (each of clause (x) and (y) above, the “**LCA Test Date**”), and if, immediately after giving pro forma effect to such Limited Condition Transaction and the other transactions to be entered into in connection therewith as if they had occurred (with respect to income statement items) at the beginning of, or (with respect to balance sheet items) on the last day of, the most recent Test Period ending prior to the LCA Test Date, the Borrowers and/or their Restricted Subsidiaries could have taken such action on the relevant LCA Test Date in compliance with such ratio, basket, representation and warranty, or Event of Default “blocker” such ratio, basket, or representation and warranty or Event of Default “blocker” shall be deemed to have been complied with (and no Default or Event of Default (other than a Specified Default) shall be deemed to have arisen thereafter with respect to such Limited Condition Transaction from any such failure to comply with such ratio, basket, or representation and warranty); provided that no Specified Default shall have occurred and be continuing upon consummation of such Limited Condition Transaction. For the avoidance of doubt, if the Borrower Representative has made an LCA Election and any of the ratios, baskets, Default or Event of Default “blockers” or representations and warranties for which compliance was determined or tested as of the LCA Test Date would thereafter have failed to have been satisfied as a result of fluctuations in any such ratio or basket, including due to fluctuations in Consolidated Adjusted EBITDA, as applicable, the Cash Netting Amount, Consolidated Funded Indebtedness or otherwise, at or prior to the consummation of the relevant

transaction or action, such baskets, ratios or representations and warranties will not be deemed to have failed to have been satisfied as a result of such fluctuations or otherwise. If the Borrower Representative has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement for (or in the case of an Limited Condition Transaction that involves some other manner of establishing a binding obligation under local law, such other binding obligations to consummate) such Limited Condition Transaction is terminated or expires, or the date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction expires or passes, in each case without consummation of such Limited Condition Transaction, any such ratio (other than the Financial Covenant) or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

1.08 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with an Incremental Loan or Incremental Commitment, Credit Agreement Refinancing Indebtedness or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a “cashless roll” by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made “in Dollars”, “in immediately available funds”, “in Cash” or any other similar requirement.

1.09 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 Alternate Base Rate, the Term SOFR Reference Rate 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, Alternate Base Rate, the Term SOFR Reference Rate, 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 Alternate Base Rate, the Term SOFR Reference Rate, 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 the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the 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 II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 The Loans.

(a) The Term Borrowing. Subject to the terms and conditions set forth herein, on the Closing Date each Term Lender severally agrees to make a single loan (each such loan, a “*Term*

Loan”) to the Borrowers in Dollars pursuant to the Term Facility in a principal amount equal to its Term Loan Commitment. Each Term Borrowing shall consist of Term Loans made simultaneously by the Term Lenders in accordance with their respective Applicable Percentages of the applicable Term Facility. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Term Loans may be Alternate Base Rate Loans or SOFR Loans, as further provided herein.

(b) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make loans (each such loan, a “*Revolving Credit Loan*”) to the Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate principal amount not to exceed at any time outstanding the amount of such Lender’s Revolving Credit Commitment; provided that immediately after giving effect to any Revolving Credit Borrowing, (i) the Total Outstandings under the Revolving Credit Facility shall not exceed the Aggregate Revolving Credit Commitments, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Loans, shall not exceed such Lender’s Revolving Credit Commitment. Revolving Credit Loans shall only be available to be borrowed in Dollars. Within the limits of each Lender’s Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01(b), prepay under Section 2.05, and reborrow under this Section 2.01(b). Revolving Credit Loans may be Alternate Base Rate Loans or SOFR Loans, as further provided herein. Revolving Credit Loans may be made on the Closing Date as provided in Section 6.11.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Term Borrowing, each Revolving Credit Borrowing, each conversion of Term Loans or Revolving Credit Loans from one Type to the other, and each continuation of SOFR Loans shall be made upon the Borrower Representative’s irrevocable written Borrowing Notice, appropriately completed and signed by a Responsible Officer of the Borrower Representative, to the Administrative Agent; provided that such notice (other than with respect to Revolving Credit Loans) may be conditioned upon the occurrence or non-occurrence of any event or transaction specified in such notice. Each such notice must be received by the Administrative Agent not later than (i) 3:00 p.m. one (1) Business Day prior to any Borrowing of Alternate Base Rate Loans, (ii) 3:00 p.m. one (1) Business Day prior to the requested date of any conversion of SOFR Loans to Alternate Base Rate Loans and (iii) 3:00 p.m. on the day which is three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of SOFR Loans. Notwithstanding the foregoing, for Borrowings on the Closing Date, whether SOFR Loan or Alternate Base Rate Loan, the Borrower Representative shall deliver notice to the Administrative Agent not later than one (1) Business Days prior to the Closing Date (or, such shorter period as the Administrative Agent may agree). Each Borrowing of, conversion to or continuation of SOFR Loans shall be in a principal amount of \$100,000 or a whole multiple of \$100,000 in excess thereof. Except as provided in Section 2.03(f), each Borrowing of or conversion to Alternate Base Rate Loans shall be in a principal amount of \$100,000 or a whole multiple of \$100,000 in excess thereof. Each Borrowing Notice shall specify (i) whether the Borrower Representative is requesting a Term Borrowing, a Revolving Credit Borrowing, a conversion of Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Term Loans or Revolving Credit Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto and (vi) remittance instructions.

If the Borrower Representative fails to specify a Type of Loan in a Borrowing Notice or if the Borrower Representative fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans Revolving Credit Loans shall continue at the current rate election. Any such automatic conversion to Alternate 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 the Borrower Representative requests a Borrowing of, conversion to, or continuation of SOFR Loans in any such Borrowing Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Borrowing Notice, the Administrative Agent shall promptly notify each Lender in writing or by facsimile, email or other electronic communication of the amount of its Applicable Percentage of the applicable Term Loans Revolving Credit Loans and if no timely notice of a conversion or continuation is provided by the Borrower Representative, the Administrative Agent shall notify each Lender in writing or by facsimile, email or other electronic communication of the details of any automatic conversion to Alternate Base Rate Loans described in Section 2.02(a). In the case of a Term Borrowing a Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. on the Business Day specified in the applicable Borrowing Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (or, if such Borrowing is to be made on the Closing Date, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrowers in like funds as received by the Administrative Agent by wire transfer of such funds to an account designated by the Borrower Representative in writing, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower Representative; provided, however, that if, on the date the Borrowing Notice with respect to any Revolving Credit Borrowing is given by the Borrower Representative, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings and, second, shall be made available to the Borrower Representative as provided above.

(c) [Reserved].

(d) The Administrative Agent shall promptly notify the Borrower Representative and the Lenders (in writing or by facsimile, email or other electronic communication) of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate.

(e) Immediately after giving effect to the Term Borrowing, all Revolving Credit Borrowings, all conversions of Term Loans, all conversions of Revolving Credit Loans from one Type to the other, and all continuations of Term Loans or Revolving Credit Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect; provided, that after the establishment of any new Class of Loans pursuant to an Extension, an Incremental Loan or a Refinancing Amendment, in each case, such number of Interest Periods shall increase automatically by five (5) Interest Periods for each such new Class of Loans so established.

(f) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

(g) In the case of the incurrence of any Incremental Term Loans, Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) and

Extended Term Loans or Extended Revolving Credit Commitments (and the Extended Revolving Credit Loans thereunder), as applicable, that are designated as being in the same Class as any existing Term Loans or any existing Revolving Credit Commitments (and the Revolving Credit Loans thereunder), as applicable, each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower Representative, take any and all action as may be reasonably necessary to ensure that all such Incremental Term Loans, Incremental Revolving Credit Loans, Extended Term Loans and Extended Revolving Credit Loans, as applicable, when originally made, are included in each Borrowing of the applicable outstanding Term Loans or applicable Revolving Credit Loans on a *pro rata* basis. This may be accomplished by requiring that the applicable Term Loans or applicable Revolving Credit Loans, as the case may be, included in any applicable outstanding Term Borrowing or any applicable outstanding Revolving Credit Borrowing to be converted into Alternate Base Rate Loans on the date of each such Incremental Term Loan, Incremental Revolving Credit Loan, Extended Term Loan or Extended Revolving Credit Loan, as applicable, or by allocating a portion of each such Incremental Term Loan, Incremental Revolving Credit Loan, Extended Term Loan or Extended Revolving Credit Loan, as applicable, to each applicable outstanding Term Borrowing or applicable outstanding Revolving Credit Borrowing, as applicable, comprised of SOFR Loans on a *pro rata* basis. Any conversion of Loans from SOFR Loans to Alternate Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Loan is to be allocated to an existing Interest Period for a Borrowing comprised of SOFR Loans, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in an amendment pursuant to Section 2.14(e).

2.03 Letters of Credit.

(a) Issuance of Letters of Credit. Each L/C Issuer agrees, subject to and on the terms and conditions hereinafter set forth, to issue (or cause any of its Affiliates, branches or designees to issue on its behalf) Letters of Credit for the account of the Borrowers (or for the account of the Borrowers for the benefit of any Restricted Subsidiary or, upon delivery of information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable “know your customer” requirements under the USA Patriot Act or other applicable Anti-Money Laundering Laws, for the account of any Restricted Subsidiary so long as the Borrowers and such other Restricted Subsidiary, are co-applicants and jointly and severally liable in respect of such Letter of Credit) from time to time on any Business Day during the period from the Closing Date until the day that is thirty days prior to the Scheduled Maturity Date for the Revolving Credit Facility (or, if such day is not a Business Day, the immediately preceding Business Day); provided that immediately after giving effect to any L/C Credit Extension, (i) the Total Outstandings under the Revolving Credit Facility shall not exceed the Aggregate Revolving Credit Commitments, (ii) the aggregate Outstanding Amount of L/C Obligations of an L/C Issuer shall not exceed such L/C Issuer’s Letter of Credit Commitment, (iii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender’s Revolving Credit Commitment, and (iv) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit provided that, for the avoidance of doubt, concurrently with the issuance of each Letter of Credit pursuant to a Support Agreement (a “**Supported Letter of Credit**”), the Administrative Agent (or the applicable Lender) shall be deemed to have sold and transferred to each Revolving Credit Lender, and each such Revolving Credit Lender shall be deemed irrevocably and immediately to have purchased and received from the Administrative Agent (or the applicable Lender), without recourse or warranty, an undivided interest and participation in, to the extent of such Lender’s *pro rata share* of the Revolving Credit Facility, the Administrative Agent’s (or the applicable Lender’s) Support Agreement liabilities and obligations in respect of such Letters of

Credit and the Borrowers' reimbursement obligations with respect thereto (any purchase obligation arising pursuant to the foregoing shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, provided that the Supported Letter of Credit or Letter of Credit was issued in accordance with the terms of this Agreement. Notwithstanding anything herein to the contrary, no L/C Issuer shall have any obligation to make an L/C Credit Extension if, immediately after giving effect thereto, the L/C Obligations in respect of Letters of Credit issued by such L/C Issuer would exceed, such L/C Issuer's *pro rata* portion of the Letter of Credit Sublimit. No Letter of Credit shall have an expiration date (including all rights of the Borrowers or the beneficiary to require renewal) later than the earlier of (x) twelve (12) months after the date of its issuance or (y) five (5) Business Days before the Scheduled Maturity Date for the Revolving Credit Facility, but may by its terms be renewable annually on or prior to any date set forth in such Letter of Credit upon fulfillment of the applicable conditions set forth in Article IV unless such L/C Issuer has notified the Borrower Representative (with a copy to the Administrative Agent) and the beneficiary of such Letter of Credit on or prior to the latest date for notice of termination set forth in such Letter of Credit but in any event at least thirty days prior to the date of automatic renewal of its election not to renew such Letter of Credit (a "**Notice of Termination**"). If a Notice of Termination is given by such L/C Issuer pursuant to the immediately preceding sentence, such Letter of Credit shall expire on the expiration date set forth in such Letter of Credit. Within the limits of the Letter of Credit Sublimit, and subject to the limits referred to above, the Borrower Representative may request the issuance of Letters of Credit under this Section 2.03(a), repay any L/C Advances resulting from drawings thereunder pursuant to Section 2.03(e) and request the issuance of additional Letters of Credit under this Section 2.03(a).

(b) Request for Issuance. Each Letter of Credit shall be issued upon notice, given not later than 3:00 p.m. on the fifth (5th) Business Day prior to the date of the proposed issuance of such Letter of Credit (in each case, including pursuant to letters of credit, guarantees or other agreements or arrangements (each, a "**Support Agreement**")), by the Borrower Representative to the applicable L/C Issuer and the Administrative Agent (who in turn shall give to each Revolving Credit Lender prompt notice thereof by facsimile, email or other electronic communication). Each such notice of issuance of a Letter of Credit may be by facsimile, email or other electronic communication, specifying therein the requested (i) date of such issuance (which shall be a Business Day), (ii) amount of such Letter of Credit, (iii) expiration date of such Letter of Credit, (iv) name and address of the beneficiary of such Letter of Credit, (v) form of such Letter of Credit, (vi) the currency in which such Letter of Credit is to be denominated, and (vii) documents to be required in such Letter of Credit, and shall be accompanied by a Letter of Credit Application. If (1) the requested form of such Letter of Credit is acceptable to the applicable L/C Issuer in its sole discretion and (2) the applicable L/C Issuer has not received notice of objection to such issuance from the Administrative Agent or any Revolving Credit Lender on the basis that one or more of the applicable conditions specified in Article IV is not then satisfied or the limitations set forth in the proviso to the first sentence of Section 2.03(a) would be exceeded, such L/C Issuer will issue such Letter of Credit. In the event and to the extent that the provisions of any Letter of Credit Application shall conflict with this Agreement, the provisions of this Agreement shall govern. Notwithstanding anything herein to the contrary, no L/C Issuer shall have any obligation to issue a Letter of Credit if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit or request that such L/C Issuer refrain from the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such L/C Issuer in good faith deems material to it, (B) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer

now or hereafter applicable to its issuance of letters of credit generally, (C) the Letter of Credit is to be denominated in a currency other than Dollars, unless otherwise agreed by the L/C Issuer and the Administrative Agent or (D) the amounts demanded to be paid under any Letter of Credit will not be in Dollars. Notwithstanding anything herein to the contrary, no L/C Issuer will be required to issue any commercial or trade (as opposed to a standby) Letter of Credit.

(c) L/C Advances.

(i) The Borrowers shall repay to the Administrative Agent for the account of each L/C Issuer and each other Revolving Credit Lender that has made an L/C Advance or payment pursuant to a Support Agreement, on the same day that an L/C Advance is made or payment pursuant to a Support Agreement is made or on the next Business Day, the outstanding principal amount of each L/C Advance made by each of them.

(ii) The Obligations of the Borrowers and the Revolving Credit Lenders under this Agreement, any Letter of Credit Application, L/C Related Document, the Support Agreement and any other agreement or instrument relating to any Letter of Credit shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement, such Letter of Credit Application and L/C Related Document and such other agreement or instrument under all circumstances, including, without limitation, the following circumstances:

(A) any lack of validity or enforceability of any Loan Document, any Letter of Credit Application, any Letter of Credit or any other agreement or instrument relating thereto (all of the foregoing being, collectively, the “*L/C Related Documents*”);

(B) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations of the Borrowers in respect of any L/C Related Document or any other amendment or waiver of or any consent to departure from all or any of the L/C Related Documents;

(C) the existence of any claim, setoff, defense or other right that the Borrowers may have at any time against any beneficiary or any transferee of a Letter of Credit (or any Persons for which any such beneficiary or any such transferee may be acting), an L/C Issuer or any other Person, whether in connection with the transactions contemplated by the L/C Related Documents or any unrelated transaction;

(D) any statement or any other document presented under a 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;

(E) payment by an L/C Issuer under a Letter of Credit against presentation of a draft, certificate or other document that does not strictly comply with the terms of such Letter of Credit;

(F) any exchange, release or non-perfection of any Collateral or other collateral, or any release or amendment or waiver of or consent to departure from the Guaranties or any other guarantee, for all or any of the Obligations of the Borrowers in respect of the L/C Related Documents;

(G) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telex or otherwise; or

(H) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including, without limitation, any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrowers or a guarantor.

The foregoing provisions of this Section 2.03(c)(ii) shall not impair any claim of the Borrowers as provided in Section 10.04(d).

(d) Letter of Credit Reports. Each L/C Issuer shall notify the Administrative Agent and the Borrowers of each new, expired, modified or terminated Letter of Credit at the time such Letter of Credit is issued, modified, terminated or expires and provide updates on a quarterly basis.

(e) Participations in Letters of Credit. Upon the issuance of a Letter of Credit by an L/C Issuer under Section 2.03(b), such L/C Issuer shall be deemed, without further action by any party hereto, to have sold to each Revolving Credit Lender, and each such Revolving Credit Lender shall be deemed, without further action by any party hereto, to have irrevocably and unconditionally purchased from such L/C Issuer, without recourse or warranty (regardless of whether the conditions set forth in Article IV shall have been satisfied) a participation in such Letter of Credit in an amount for each Revolving Credit Lender equal to such Lender's Applicable Percentage of the amount of such Letter of Credit available to be drawn, effective upon the issuance of such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely and unconditionally agrees to pay such Lender's Applicable Percentage of each L/C Disbursement made by such L/C Issuer and not reimbursed by the Borrowers forthwith by 1:00 p.m. on the date due as provided in Section 2.03(c) (or which has been so reimbursed but must be returned or restored by the applicable L/C Issuer because of the occurrence of an event specified in Section 8.01(f) or otherwise) (an "***Unreimbursed Amount***") by making available for the account of its applicable Lending Office to the Administrative Agent for the account of the applicable L/C Issuer by deposit to the Administrative Agent's account, in same day funds, an amount equal to such Lender's Applicable Percentage of such L/C Disbursement. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.03(e) in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default or the termination of the Commitments, and that each such payment shall be made without any off-set, abatement, withholding or reduction whatsoever. If and to the extent that any Revolving Credit Lender shall not have so made the amount of such L/C Disbursement available to the Administrative Agent, such Revolving Credit Lender agrees to pay to the Administrative Agent forthwith on demand such amount together with interest thereon, for each day from the date such L/C Disbursement is due pursuant to Section 2.03(c) until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for its account or the account of an L/C Issuer. If such Lender shall pay to the Administrative Agent such amount for the account of an L/C Issuer on any Business Day, such amount so paid in respect of principal shall constitute an L/C Advance made by such Lender on such Business Day for purposes of this Agreement, and the outstanding principal amount of an L/C Advance made by an L/C Issuer shall be reduced by such amount on such Business Day.

(f) Drawing and Reimbursement. The payment by an L/C Issuer of a drawing under any Letter of Credit or payment under a Support Agreement shall constitute for all purposes of this Agreement the making by such L/C Issuer of an L/C Advance, which shall be an Alternate Base

Rate Loan, in Dollars in the amount of such drawing and the applicable L/C Issuer shall be entitled to receive interest paid on such amount at the Alternate Base Rate through the date that such L/C Issuer is repaid in full.

(g) Failure to Make L/C Advances. The failure of any Lender to make an L/C Advance to be made by it on the date specified in Section 2.03(e) shall not relieve any other Lender of its obligation hereunder to make its L/C Advance on such date, but no Lender shall be responsible for the failure of any other Lender to make the L/C Advance to be made by such other Lender on such date.

(h) Cash Collateral. Upon the request of the Administrative Agent, (i) if an L/C Issuer has made an L/C Disbursement under any Letter of Credit and such L/C Disbursement has resulted in an L/C Borrowing or (ii) if, as of the date five (5) Business Days prior to the Scheduled Maturity Date for the Revolving Credit Facility, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations.

(i) Applicability of ISP98 and UCP. Unless otherwise expressly agreed in writing by the applicable L/C Issuer and the Borrower Representative when a Letter of Credit is issued by such L/C Issuer, (i) the rules of the ISP shall apply to each Letter of Credit and (ii) the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, no L/C Issuer shall be responsible to the Borrowers for, and such L/C Issuer's rights and remedies against the Borrowers shall not be impaired by, any action or inaction of such L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Laws or any order of a jurisdiction where such L/C Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the International Chamber of Commerce Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such laws or practice rules.

(j) Letter of Credit Fees, Etc.

(i) The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender (which is not a Defaulting Lender) in accordance with its Applicable Percentage a *per annum* Letter of Credit fee (the "**Letter of Credit Fee**") for each Letter of Credit equal to the Applicable Margin for Revolving Credit Loans that are SOFR Loans times the daily maximum amount available to be drawn under such Letter of Credit. Letter of Credit Fees shall be due and payable (A) on a quarterly basis in arrears on the last Business Day of each March, June, September and December, commencing on the last Business Day of the fiscal quarter ending June 30, 2024 and (B) on the Maturity Date in respect of the Revolving Credit Facility, in each case on the basis of the actual number of days elapsed over a 360-day year. If there is any change in the Applicable Margin during any quarter, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Margin separately for each period during such quarter that such Applicable Margin was in effect.

(ii) The Borrowers shall pay to each L/C Issuer until the expiration or cancellation of all outstanding Letters of Credit issued by it, for its own account, (I) a fronting fee equal to (x) 0.125% *per annum*, or (y) such other rate per annum as the applicable L/C Issuer and Borrower Representative may agree, in each case on the daily

maximum amount available to be drawn under all Letters of Credit issued by such L/C Issuer payable (A) on a quarterly basis in arrears on the last Business Day of each March, June, September and December, commencing on the last Business Day of the fiscal quarter ending June 30, 2024 and (B) on the Maturity Date in respect of the Revolving Credit Facility, in each case on the basis of the actual number of days elapsed over a 360-day year and (II) such L/C Issuer's customary issuance and administration fees in connection with any Letter of Credit.

(k) Resignation of an L/C Issuer. Subject to the appointment of a successor L/C Issuer reasonably satisfactory to the Borrower Representative, an L/C Issuer may resign as an L/C Issuer hereunder at any time upon at least thirty days' prior written notice to the Lenders, the Administrative Agent and the Borrower Representative. At the time any such resignation shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the resigning L/C Issuer. From and after the effective date of any such resignation, (i) such successor L/C Issuer shall have the rights and obligations of such resigning L/C Issuer under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein and in the other Loan Documents to the term "L/C Issuer" shall be deemed to refer to such successor L/C Issuer. After the resignation of an L/C Issuer hereunder, such resigning L/C Issuer shall retain all of the rights, powers, privileges and duties of an L/C Issuer with respect to all Letters of Credit that it issued but shall not be required to issue additional Letters of Credit hereunder.

2.04 Borrower Representative. Riverside Assessments is hereby is designated and appointed by each other Borrower as its representative and agent on its behalf (in such capacity, the "***Borrower Representative***") and Riverside Assessments hereby accepts such appointment as the Borrower Representative, in each case, for the purposes of issuing Borrowing Notices, Notices of Termination and delivering certificates including Compliance Certificates, giving instructions with respect to the disbursement of the proceeds of the Loans, selecting interest rate options, giving and receiving all other notices and consents hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of any Borrower, the Borrowers, any Loan Party or the Loans Parties under the Loan Documents. The Administrative Agent, the Collateral Agent and each Lender may regard any notice or other communication pursuant to any Loan Document from the Borrower Representative as a notice or communication from all Loan Parties. Each warranty, covenant, agreement and undertaking made on behalf of a Loan Party by the Borrower Representative shall be deemed for all purposes to have been made by such Loan Party and shall be binding upon and enforceable against such Loan Party to the same extent as if the same had been made directly by such Loan Party. Each Borrower agrees that it is jointly and severally liable for the obligations of the Borrower Representative and each other Borrower hereunder with respect to any Class of Loans on an individual tranche basis, including with respect to the payment of principal of and interest on all Loans on an individual tranche basis, the payment of amounts owing in respect of Letters of Credit and the payment of fees and indemnities and reimbursement of costs and expenses. Each Borrower is accepting joint and several liability hereunder in consideration of the financial accommodations to be provided by the Administrative Agent, the Collateral Agent and the Lenders and L/C Issuers under this Agreement, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of each of the Borrowers to accept joint and several liability for the obligations of each of them. Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, as a co-debtor, joint and several liability with each other Borrower, with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all Obligations shall be the joint and several obligations of all of the Borrowers without preferences or distinction among them. If and to the extent that the Borrower Representative or any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of such Obligations in accordance with the terms thereof, then in each such event each other Borrower will make such payment with respect to, or perform, such Obligations.

2.05 Prepayments.

(a) Optional.

(i) The Borrowers may, upon written notice, substantially in the form of Exhibit J, to the Administrative Agent at any time or from time to time, voluntarily prepay Term Loans of any Class and Revolving Credit Loans of any Class in whole or in part without premium or penalty except as provided in Section 2.07(e); provided that (A) such notice must be received by the Administrative Agent not later than 3:00 p.m. (1) three (3) Business Days prior to any date of prepayment of SOFR Loans and (2) one (1) Business Day prior to any date of prepayment of Alternate Base Rate Loans; and (B) any partial prepayment shall be in a principal amount of \$250,000 or a whole multiple of \$100,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) and Class(es) of Loans to be prepaid. The Administrative Agent will promptly notify each applicable Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower Representative, the Borrowers shall make such prepayment, the payment amount specified in such notice shall be due and payable on the date specified therein and each such prepayment shall be paid to the applicable Lenders in accordance with their respective Applicable Percentages; provided that a notice of optional prepayment pursuant to this Section 2.05(a) may state that such notice is conditional upon the effectiveness of other credit facilities or the receipt of the proceeds from the issuance of other Indebtedness or the occurrence of some other identifiable and specified event or condition, in which case such notice of prepayment may be revoked or extended by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date of prepayment) if such condition is not satisfied. Any prepayment of a SOFR Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05 and, if applicable, Section 2.07(e). Subject to Section 2.05(c), each prepayment of the outstanding Term Loans of any Class pursuant to this Section 2.05(a) shall be applied to the remaining principal repayment installments thereof at the direction of the Borrower Representative to the Administrative Agent (provided that in the event that the Borrower Representative shall fail to so direct prior to such prepayment, such prepayment shall be applied in direct order of maturity to the remaining principal repayment installments thereof); provided that such prepayment shall be applied first to Alternate Base Rate Loans to the full extent thereof before application to SOFR Loans, in each case in a manner that minimizes the amount of any payments required to be made by the Borrowers pursuant to Section 3.05(a). At the Borrower Representative's election in connection with any prepayment of Revolving Credit Loans pursuant to this Section 2.05(a), such prepayment shall not, so long as no Event of Default then exists, be applied to any Revolving Credit Loan of a Defaulting Lender.

(ii) No Lender may reject any voluntary prepayment pursuant to this Section 2.05(a).

(b) Mandatory.

(i) Within five (5) Business Days (subject to Section 2.05(c)) after the date the Borrowers are required to deliver financial statements pursuant to Section 6.01(a) starting with the fiscal year ending on December 31, 2025, and the related Compliance Certificate pursuant to Section 6.02(a), the Borrowers shall prepay an aggregate principal

amount of Loans (other than Revolving Credit Loans) equal to the amount (if any) by which (A) 50.0% of Excess Cash Flow, or, if the Consolidated First Lien Net Leverage Ratio as of the most recently ended Test Period immediately prior to such payment is equal to or less than 4.50:1.00 but greater than 4.00:1.00, 25.0% of Excess Cash Flow or, if the Consolidated First Lien Net Leverage Ratio as of the most recently ended Test Period immediately prior to such payment is equal to or less than 4.00:1.00, 0% of Excess Cash Flow in each case for the fiscal year covered by such financial statements (commencing with the fiscal year ending December 31, 2025) exceeds (B) the sum of the aggregate amount of all voluntary prepayments made during such fiscal year pursuant to Section 2.05(a) (in the case of the Revolving Credit Facility to the extent that such voluntary prepayments resulted in corresponding permanent reductions of Commitments), the actual amount of all payments made to purchase Term Loans (as opposed to the face value of such Term Loans purchased) during such fiscal year pursuant to Section 10.06(d) and the sum of the aggregate amount of all voluntary prepayments made during such fiscal year to prepay any Incremental Revolving Credit Loans (to the extent that such voluntary prepayments resulted in corresponding permanent reductions of commitments in respect thereof), Incremental Term Loans or Permitted Incremental Equivalent Debt in each case that is secured on a *pari passu* basis with the Obligations, in each case (x) to the extent such payments were not and have not been funded with additional long-term Indebtedness (other than Revolving Credit Loans), any Specified Equity Contribution or the use of clauses (c), (d), (i) and (j) of the Cumulative Amount and were not otherwise financed and (y) made during the relevant fiscal year and, at the option of the Borrower Representative (without duplication of amounts taken or credited in prior years), thereafter prior to the related Excess Cash Flow payment date; provided, that no prepayment of Term Loans under this clause (b)(i) shall be required unless Excess Cash Flow for such fiscal year is in an aggregate amount greater than or equal to \$8,578,200 and 20.0% of TTM Consolidated EBITDA as of such date (any such amount less than or equal to \$8,578,200 and 20.0% of TTM Consolidated EBITDA, the “**Excess Cash Flow De Minimis Amount**”) (and thereafter only amounts in excess of such amount shall constitute Excess Cash Flow under this clause (b)(i), and the amounts not otherwise constituting Excess Cash Flow hereunder shall increase the amount set forth in clause (b) of the definition of “Cumulative Amount”); provided, further that if at the time that any such prepayment would be required hereunder, the Borrowers are required to offer to repurchase or prepay any other Indebtedness secured on a *pari passu* basis with the Obligations (or any Permitted Refinancing Indebtedness in respect thereof that is secured on a *pari passu* basis with the Obligations) pursuant to the terms of the documentation governing such Indebtedness with Excess Cash Flow (such Indebtedness (or Permitted Refinancing Indebtedness in respect thereof) required to be offered to be so repurchased or prepaid, the “**Other Applicable Indebtedness**”), then the Borrowers may apply such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(i) on a *pro rata* basis to the prepayment of the Term Loans, on one hand, and to the repurchase or prepayment of the Other Applicable Indebtedness, on the other (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time; provided, further, that the portion of such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(i) allocated to the Other Applicable Indebtedness shall not exceed the amount of such Excess Cash Flow required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(i) shall be allocated to the Term Loans in accordance with the terms hereof), and the amount of prepayment of the Term Loans that

would have otherwise been required pursuant to this Section 2.05(b)(i) shall be reduced accordingly; provided, further, that to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof.

(ii) Within five (5) Business Days following the receipt by any Loan Party or any Restricted Subsidiary of Net Cash Proceeds from a non-ordinary course Disposition of any property or assets (including proceeds from the Disposition of Equity Interests in any Subsidiary of the Borrowers and insurance and condemnation proceeds) (other than any Disposition of any property or assets permitted by Section 7.05(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (o), (p), (r), (t), (u), (v) and (w)) and the aggregate Net Cash Proceeds received by the Loan Parties and such Restricted Subsidiaries from such Dispositions in any fiscal year exceeds the greater of \$8,578,200 and 20.0% of TTM Consolidated EBITDA in the aggregate (the “*Disposition Threshold*” and the amount of Net Cash Proceeds in excess of the Disposition Threshold, the “*Excess Net Cash Proceeds*”), the Borrowers shall (subject to Section 2.05(c)) prepay an aggregate principal amount of Loans (other than Revolving Credit Loans) equal to 100.0% of such Excess Net Cash Proceeds, and thereafter as and when additional Net Cash Proceeds from any such Dispositions are received during such fiscal year the Borrowers shall (subject to Section 2.05(c)) further prepay the principal amount of the Loans (other than Revolving Credit Loans) in an amount equal to 100.0% of such Excess Net Cash Proceeds; provided, however, that, with respect to any Net Cash Proceeds realized under a Disposition described in this Section 2.05(b)(ii), (A) at the option of the Borrower Representative (as elected by the Borrower Representative in writing to the Administrative Agent on or prior to the date of such Disposition) and to the extent that the Borrower Representative shall have delivered an officer’s certificate signed by a Responsible Officer of the Borrower Representative to the Administrative Agent on or prior to the date of such Disposition stating that the Excess Net Cash Proceeds from such Disposition are expected to be reinvested in Capital Expenditures, Permitted Acquisitions and any other general corporate purposes of the Borrowers and the other Loan Parties (other than reinvestments in cash, Cash Equivalents and intercompany Investments), the Borrowers may reinvest (or commit to reinvest) all or any portion of such Excess Net Cash Proceeds in Capital Expenditures, Permitted Acquisitions and any other general corporate purposes (other than reinvestments in cash, Cash Equivalents or intercompany investments) within eighteen (18) months following the date of such Disposition or, if so committed to reinvestment, reinvested within six (6) months after such initial eighteen (18) month period; provided if all or any portion of such Excess Net Cash Proceeds is not reinvested or contractually committed to be so reinvested within such period (and actually reinvested within such extension period), such unused portion shall be applied on the last day of the applicable period as a mandatory prepayment as provided in this Section 2.05; and (B) any amount reinvested under clause (A) shall not be included in determining the amount of any required prepayment of the Loans under this Section 2.05(b)(ii); provided, further, that no such prepayment shall be required with respect to Net Cash Proceeds received by any Foreign Subsidiary to the extent that such Net Cash Proceeds are applied to repay Indebtedness permitted pursuant to Section 7.02(d); provided that if at the time that any such prepayment would be required hereunder, the Borrowers are required to offer to repurchase or prepay any Other Applicable Indebtedness pursuant to the terms of the documentation governing such Indebtedness with Net Cash Proceeds from Dispositions, then the Borrowers may apply such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(ii) on a *pro rata* basis to the prepayment of the Term Loans and to the repurchase or prepayment of the

Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time; provided, further, that the portion of such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(ii) allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Cash Proceeds from Dispositions required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such amount otherwise required to be applied as a prepayment pursuant to this Section 2.05(b)(ii) shall be allocated to the Term Loans in accordance with the terms hereof), and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.05(b)(ii) shall be reduced accordingly; provided, further, that to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof.

(iii) If at any time the Total Outstandings under the Revolving Credit Facility exceed the Aggregate Revolving Credit Commitments at such time, the Borrowers shall, in each case, immediately upon notification by the Administrative Agent, *first*, prepay the Revolving Credit Loans (including Swing Loans) then outstanding in an amount equal to such excess, and *then*, to the extent of any additional excess, Cash Collateralize the L/C Obligations to the extent of such excess.

(iv) Upon the incurrence or issuance by any Loan Party or any Restricted Subsidiary of (A) any Indebtedness that is not permitted to be incurred by this Agreement (other than Credit Agreement Refinancing Indebtedness) or (B) Credit Agreement Refinancing Indebtedness, the Borrowers shall prepay an aggregate principal amount of Loans (or in the case of clause (B), Loans of each applicable Class being refinanced by such Credit Agreement Refinancing Indebtedness) equal to 100.0% of all Net Cash Proceeds received therefrom immediately (subject to Section 2.05(c)) upon receipt thereof by any Loan Party or such Restricted Subsidiary.

(v) Notwithstanding any other provisions of this Section 2.05(b), (i) to the extent that any of or all of (x) the Net Cash Proceeds of any Disposition by a Foreign Subsidiary giving rise to a prepayment pursuant to Section 2.05(b)(ii) or the Net Cash Proceeds of any incurrence or issuance of Indebtedness by a Foreign Subsidiary giving rise to a prepayment pursuant to Section 2.05(b)(iv) (a “**Foreign Prepayment Event**”), or (y) Excess Cash Flow attributable to a Foreign Subsidiary would be prohibited or delayed by applicable local law (which, for the avoidance of doubt includes, but is not limited to, financial assistance, corporate benefit, thin capitalization, capital maintenance and similar legal principles, restrictions on upstreaming cash intra-group, and the fiduciary and statutory duties of the directors of the relevant subsidiaries) from being repatriated to the United States, the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans at the times provided for hereunder, and instead, such amounts may be retained by the applicable Foreign Subsidiary and (ii) to the extent that the Borrower Representative has determined in good faith (in consultation with the Administrative Agent) that repatriation or upstreaming of any of or all the Net Cash Proceeds of any Foreign Prepayment Event or Excess Cash Flow attributable to a Foreign Subsidiary would reasonably be expected to have material adverse tax, regulatory or cost consequences to the Borrowers and the Restricted Subsidiaries (taken as a whole) or would cause the Borrowers and the Restricted Subsidiaries to violate local law with respect to

such Net Cash Proceeds or Excess Cash Flow or could give rise to risk of material liability for the directors of such Foreign Subsidiaries, the Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay the Term Loans at the times provided for hereunder, and instead, such amounts may be retained by the applicable Foreign Subsidiary. Notwithstanding the foregoing, the Borrowers and the Restricted Subsidiaries shall take commercially reasonable actions to permit the repatriation or upstreaming of the amounts subject to such mandatory prepayments without violating local law or incurring material adverse tax consequences. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default and such amounts shall be available for working capital and general corporate purposes of the Loan Parties and their Subsidiaries as long as not required to be prepaid. Any prepayments made by the Borrowers pursuant to Section 2.05(b)(i), (b)(ii) or (b)(iv) notwithstanding, the application of this Section 2.05(b)(v) shall be net of Taxes, costs and expenses incurred or payable by the Loan Parties or any of their Subsidiaries and Permitted Tax Distributions related to a Foreign Prepayment Event or the related repatriation.

(vi) So long as any Term Loans are outstanding, mandatory prepayments of outstanding Loans pursuant to Section 2.05(b)(i), (ii), (iv) and (v) shall be applied as provided in Section 2.05(c).

(c) Term Lender Opt-out and Application of Payments. So long as any Term Loans are outstanding, mandatory prepayments of outstanding Loans under Section 2.05(b) shall be applied *first* to accrued interest and fees due on the amount of the prepayment of the Term Loans, *pro rata* among such facilities, *and then* to the remaining installments of principal as directed by the Borrower Representative (or, in the case of no direction, in direct order of maturity), allocated ratably among the Term Lenders that accept the same. Any Term Lender may elect, by notice to the Administrative Agent prior to the time (but no later than 3:00 p.m. one (1) Business Day prior to the date of such prepayment) and in the manner specified by the Administrative Agent, prior to any prepayment of Term Loans required to be made by the Borrowers pursuant to Section 2.05(b) (other than any prepayment pursuant to Section 2.05(b)(iv)(B)), to decline all (but not a portion) of its *pro rata* share of such prepayment (such declined amounts, the “***Declined Proceeds***”). Any Declined Proceeds may be retained by the Borrowers and added to the Cumulative Amount pursuant to the terms thereof. The Borrower Representative shall the deliver notice of prepayment to the Administrative Agent no later than 3:00 p.m. three (3) Business Days prior to the date of such prepayment and Borrower shall make the prepayment as per the notice; provided that if no Lenders elect to decline their share of any such mandatory prepayment as provided in this Section 2.05(c), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Term Loans that are Alternate Base Rate Loans to the full extent thereof before application to Term Loans that are SOFR Loans in a manner that minimizes the amount of any payments required to be made by the Borrowers pursuant to Section 3.05(a).

2.06 Termination or Reduction of Commitments.

(a) Optional. The Borrower Representative may, upon written notice to the Administrative Agent, terminate the unused portions of the Term Commitments of any Class, the Letter of Credit Sublimit, the Swingline Sublimit or the unused Revolving Credit Commitments of any Class, or from time to time permanently reduce the unused portions of the Term Commitments of any Class, the Letter of Credit Sublimit, the Swingline Sublimit or the unused Revolving Credit Commitments of any Class; provided that (i) any such notice shall be received by the Administrative Agent not later than 3:00 p.m. three (3) Business Days prior to the date of

termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of at least \$100,000 or an integral multiple of \$100,000 in excess thereof, and (iii) the Borrowers shall not terminate or reduce the unused portions of the Letter of Credit Sublimit, the Swingline Sublimit or the unused Revolving Credit Commitments of any Class if, immediately after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings under the Revolving Credit Facility would exceed the Aggregate Revolving Credit Commitments. A permanent reduction of the Revolving Credit Commitment shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit or the Swingline Sublimit; provided, that the Letter of Credit Sublimit and/or the Swingline Sublimit, as applicable, shall be permanently reduced by the amount thereof in excess of the Revolving Credit Commitment in accordance with Section 2.06(b)(i).

(b) Mandatory.

(i) The initial Term Commitments shall be automatically and permanently reduced to zero on the Closing Date (after the funding of the Term Borrowing).

(ii) If immediately after giving effect to any reduction or termination of unused Revolving Credit Commitments under this Section 2.06, (x) the Letter of Credit Sublimit exceeds the amount of the Aggregate Revolving Credit Commitments, the Letter of Credit Sublimit shall be automatically reduced by the amount of such excess, or (y) the Swingline Sublimit exceeds the amount of the Aggregate Revolving Credit Commitments, the Swingline Sublimit shall be automatically reduced by the amount of such excess.

(iii) The Revolving Credit Commitments shall terminate on the applicable Scheduled Maturity Date applicable thereto.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of any Term Commitment, the Swingline Commitment, the Letter of Credit Sublimit or the unused Revolving Credit Commitment under this Section 2.06. Upon any reduction of unused Commitments under a Facility, the Commitment of each Lender under such Facility shall be reduced by such Lender's Applicable Percentage of the amount by which such Facility is reduced. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

2.07 Repayment of Loans.

(a) Term Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Term Lenders the aggregate principal amount of all Term Loans outstanding in equal quarterly payments equal to 0.25% of the original principal amount of the Term Loans on the Closing Date ((each such repayment amount, a "***Term Loan Repayment Amount***") (which amount shall be reduced as a result of the application of prepayments in accordance with Section 2.05(a) (without duplication of any reduction provided for on account thereof in Section 2.05(b)(i) and Section 2.05(d)(i)) and adjusted in accordance with clause (f) below)) on March 31, June 30, September 30 and December 31 of each fiscal year of the Borrowers (commencing on September 30, 2024); provided, that if such date is not a Business Day, then such payment shall be made on the immediately preceding Business Day; provided, however, that the final principal repayment installment of the Term Loans shall be paid on the Maturity Date for the Term Facility and in any event shall be in an amount equal to the aggregate principal amount of all Term Loans outstanding on such date.

(b) In the event any Incremental Term Loans are made, such Incremental Term Loans shall mature and be repaid in amounts (each, an “**Incremental Term Loan Repayment Amount**”) and on dates as agreed between the Borrower Representative and the relevant Lenders of such Incremental Term Loans in the applicable documentation, subject to the requirements set forth in Section 2.14. In the event that any Extended Term Loans are established, such Extended Term Loans shall, subject to the requirements of Section 2.17, mature and be repaid by the Borrowers in the amounts (each such amount, an “**Extended Term Loan Repayment Amount**”) and on the dates set forth in the applicable Extension Agreement. In the event any Extended Revolving Credit Commitments are established, such Extended Revolving Credit Commitments shall, subject to the requirements of Section 2.17, be terminated (and all Extended Revolving Credit Loans of the same Extension Series repaid) on dates set forth in the applicable Extension Agreement. In the event that any Refinancing Term Loans are established, such Refinancing Term Loans, shall, subject to the requirements of Section 2.18, mature and be repaid by the Borrowers in the amounts (each, a “**Refinancing Term Loan Repayment Amount**”) and on the dates set forth in the applicable Refinancing Amendment.

(c) Revolving Credit Loans; Swing Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Revolving Credit Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date. The Borrowers shall repay to the Administrative Agent, for the ratable account of the Swing Lenders, the then unpaid principal amount of each Swing Loan on the Maturity Date for the Revolving Credit Facility; provided that on each date that a Borrowing of Revolving Credit Loans is made, the Borrowers shall repay all Swing Loans then outstanding and the proceeds of any such Borrowing shall be applied by the Administrative Agent to repay any Swing Loans outstanding. If the Swing Loans are outstanding as of the fifth (fifth) Business Day following the date such Swing Loan is drawn, the Swing Loans shall be deemed converted to Revolving Credit Loans and (B) each Revolving Credit Lender shall pay the amount owing by it to the Administrative Agent for the account of the Swing Lender on the Business Day following receipt of the notice or demand therefor. Payments received by the Administrative Agent after 3:00 p.m. may, in the Administrative Agent’s discretion, be deemed to be received on the next Business Day. Upon receipt by the Administrative Agent of such payment, such Revolving Credit Lender shall be deemed to have made a Revolving Credit Loan to the Borrowers, which, upon receipt of such payment by the Swing Lender from the Administrative Agent, the Borrowers shall be deemed to have used in whole to refinance such Swing Loan. In addition, regardless of whether any such demand is made, upon the occurrence of any Event of Default under Section 8.01(f), each Revolving Credit Lender shall be deemed to have acquired, without recourse or warranty, an undivided interest and participation in each Swing Loan in an amount equal to such Lender’s Applicable Percentage of such Swing Loan. If any payment made by any Revolving Credit Lender as a result of any such demand is not deemed a Revolving Credit Loan, such payment shall be deemed a funding by such Lender of such participation. Such participation shall not be otherwise required to be funded. Upon receipt by the Swing Lender of any payment from any Revolving Credit Lender pursuant to this clause (c) with respect to any portion of any Swing Loan, the Swing Lender shall promptly pay over to such Revolving Credit Lender all payments of principal (to the extent received after such payment by such Lender) and interest (to the extent accrued with respect to periods after such payment) on account of such Swing Loan received by the Swing Lender with respect to such portion.

(d) [Reserved].

(e) Adjustment of Amortization. In connection with any Term Commitment Increase that will constitute part of the same Class as the initial Term Loans, the amount of the scheduled

amortization payment that would otherwise be required pursuant to clause (a) above shall be increased for the Lenders on a pro rata basis to the extent necessary to ensure that the Lenders holding initial Term Loans continue to receive a payment that is not less than the same amount that such Lenders would have received absent the incurrence of such Term Commitment Increase (i.e., the amortization percentage set forth in the immediately preceding sentence shall be automatically adjusted to reflect the Modified Amortization Percentage); provided, that the amortization schedule for such Term Commitment Increase may provide for amortization based on the Modified Amortization Percentage to ensure that such Term Commitment Increase will be “fungible” with the initial Term Loans; provided, further, that without the consent of any other Loan Party or Lender, the Borrower Representative and the Administrative Agent may effect such amendments to the Agreement as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to effect the provisions of this Section 2.07(e). The immediately preceding sentence of this Section 2.07(e) shall supersede any provisions in Section 10.01 to the contrary.

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), (i) 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 for such Interest Period plus the Applicable Margin and (ii) each Alternate Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the Alternate Base Rate plus the Applicable Margin.

(b) (i) At any time during a Specified Default, all overdue principal and overdue interest thereon shall bear interest at a fluctuating interest rate *per annum* at all times equal to the Default Rate, to the fullest extent permitted by applicable Laws.

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

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

(d) 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 Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower Representative and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.09 Fees. In addition to certain fees described in Section 2.03(j):

(a) Commitment Fee. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage, a commitment fee equal to the Applicable Margin with respect to commitment fees then in effect for the applicable Class of Revolving Credit Commitments times the amount by which the Aggregate Revolving Credit Commitments exceed the sum of (i) the Outstanding Amount of Revolving Credit

Loans, (ii) the Outstanding Amount of L/C Obligations, and (iii) the Outstanding Amount of Swing Loans, in the case of each of clauses (i), (ii) and (iii), for each day in each fiscal quarter prior to the Maturity Date for the Revolving Credit Facility; provided, however, that any commitment fee accrued with respect to any of the Revolving Credit Commitments of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrowers so long as such Lender shall be a Defaulting Lender except to the extent that such commitment fee shall otherwise have been due and payable by the Borrowers prior to such time; provided, further that no commitment fee shall accrue on any of the Revolving Credit Commitments of a Defaulting Lender so long as such Lender shall be a Defaulting Lender. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable (i) quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the last Business Day of the fiscal quarter ending June 30, 2024 (which shall be prorated for the number of days actually elapsed from the Closing Date until such date), and (ii) on the Maturity Date for the Revolving Credit Facility.

(b) Other Fees.

(i) The Borrowers shall pay to the Arrangers and the Administrative Agent for their own respective account fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrowers shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Unless otherwise expressly agreed by the Agents in writing, such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees. Computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed, or 365 days or 366 days, as the case may be, in the case of Alternate Base Rate Loans (including Alternate Base Rate Loans determined by reference to Term SOFR). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Indebtedness.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligations of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such

accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.11(b), and by each Lender in its account or accounts pursuant to Section 2.11(a), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrowers to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrowers under this Agreement and the other Loan Documents.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff, except as provided in Section 3.01. All payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 3:00 p.m. may, in the Administrative Agent's sole discretion, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment required to be made under the Loan Documents by the Borrowers or any other Loan Party shall come due on a day that is not a Business Day, such payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Federal Funds Rate, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Alternate Base Rate Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower Representative the amount

of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by the Borrowers; Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuers, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuers, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Federal Funds Rate.

A notice of the Administrative Agent to any Lender or the Borrower Representative with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to fund participations in Letters of Credit and to make payments pursuant to Section 9.05 are several and not joint. The failure of any Lender to make any Loan or to fund any such participation or make payments pursuant to Section 9.05 on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation or make payments pursuant to Section 9.05.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Authorization. Each Borrower hereby authorizes each Lender, if and to the extent payment owed to such Lender is not made when due hereunder or, in the case of a Lender holding a Note, under the Note held by such Lender, to charge from time to time against any or all of the Borrowers' accounts with such Lender any amount so due.

(g) Insufficient Payment. Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Agents and the Lenders under or in respect of this Agreement and

the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Agents and the Lenders in the order of priority set forth in Section 8.03. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied and the Borrower Representative has not otherwise specified the manner in which such funds are to be applied, the Administrative Agent shall distribute such funds to each of the Lenders in accordance with such Lender's Applicable Percentage of the sum of (i) the Outstanding Amount of all Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

(h) Currencies of Payment. Notwithstanding anything herein to the contrary, (other than with respect to a Commitment Increase in a currency other than Dollars) any payments in respect of any Loan or Letter of Credit (whether of principal, interest, fees or other amounts in respect thereof) shall be made in Dollars (and with respect to a Commitment Increase in a currency other than Dollars, the currency in which such Loan is denominated).

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations held by it, resulting in such Lender's receiving payment of a proportion of the aggregate principal amount of such Loans or participations and accrued interest thereon greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Credit Loans and Term Loans and other amounts owing them; provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.13 shall not be construed to apply to (A) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than to the Borrowers or any Subsidiary in a manner inconsistent with Section 10.06(d) (as to which the provisions of this Section 2.13 shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Increase in Commitments.

(a) Request for Increase. After the Closing Date, upon notice to the Administrative Agent (which shall promptly notify the applicable Lenders), the Borrower Representative may from time to time, (x) request an increase in the Term Commitments which may be under a new Term

Facility (including a new delayed draw term loan facility) or may be part of an existing Class of Term Commitments or Term Loans (each a “**Term Commitment Increase**”) to be made available to the Borrowers, and (y) request an increase in the Revolving Credit Commitments as part of an existing Class of Revolving Credit Commitments (each a “**Revolving Credit Commitment Increase**”) to be made available to the Borrowers; provided, that (i) the scheduled maturity date of any such Term Commitment Increase and/or Revolving Credit Commitment Increase shall be no earlier than the latest of the Scheduled Maturity Date of the initial Term Facility and/or Revolving Credit Facility, as applicable (other than Interim Debt); (ii) the Weighted Average Life to Maturity of any incremental term loans and/or any delayed draw term loans made pursuant to a Term Commitment Increase (each an “**Incremental Term Loan**”) shall be no shorter than the remaining Weighted Average Life to Maturity of the initial Term Facility at the time of the closing of such Term Commitment Increase and/or the funding of any delayed draw term loans pursuant to such Term Commitment Increase; (iii) if the Effective Yield applicable to any Incremental Term Loans that are *pari passu* in security with the initial Term Facility shall be greater than the then-applicable Effective Yield on the initial Term Facility by more than 50 basis points (the amount of such excess above fifty (50) basis points being referred to herein as the “**Yield Differential**”), then the interest rate (together with, as provided herein, the Floor) with respect to the initial Term Loans shall be increased by the applicable Yield Differential; provided that the requirements of this subclause (iii) may be amended, modified or waived at any time by the Required Term Lenders; (iv) except to the extent permitted under this Section 2.14 or otherwise as set forth herein, any such Commitment Increase shall be on terms and pursuant to documentation to be determined by the Borrower Representative and the lender(s) providing such Commitment Increase; provided that the terms and conditions (other than pricing, interest rate floors, discounts, fees and optional redemption provisions) applicable to such Commitment Increase, taken as a whole, shall either, (x) be mutually reasonably satisfactory to the Administrative Agent and the Borrower Representative or (y) not be materially less favorable (when taken as a whole) to the Borrowers than those applicable to the initial Term Facility (when taken as a whole) or the Revolving Credit Facility (when taken as a whole), as applicable (as reasonably determined by the Borrower Representative) (except for provisions applicable only after the Scheduled Maturity Date of the initial Term Facility or and Revolving Credit Facility, as applicable, or which are added for the benefit of the Lenders), unless such terms and conditions are also added for the benefit of the Lenders; and (v) any Commitment Increase may be available in Dollars or any other currency reasonably acceptable to the Administrative Agent and the Lenders providing such Commitment Increase. Any Incremental Commitments effected through the establishment of one or more new revolving credit commitments (and revolving credit loans thereunder), delayed draw term loan commitments (and delayed draw term loans thereunder) or term loan commitments made on an Increase Effective Date that are not fungible for U.S. federal income tax purposes with an existing Class of Revolving Credit Commitments (and Revolving Credit Loans thereunder) or Term Loans, as applicable, shall be designated a separate Class of Incremental Commitments for all purposes of this Agreement. In addition, to the extent that any adjustment is effectuated as described in Section 2.14(a)(iii) and the initial Term Loans are subject to a pricing grid, an amount equal to the applicable Yield Differential 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 after the application of the adjustment as described in Section 2.14(a)(iii).

(b) Participation in Commitment Increases. Any Lender (other than a Defaulting Lender) may (in its sole discretion) participate in any Commitment Increase with the consent of the Borrower Representative (in its sole discretion), but no Lender shall have any obligation to do so; provided that the Borrower Representative shall provide the Administrative Agent with three (3) Business Days’ prior notice of the earlier of (x) the launch of the Commitment Increase or (y) the obtaining of commitments with respect to the Commitment Increase. Subject to the approval of

the Administrative Agent (which approval shall not be unreasonably withheld, conditioned or delayed) if such approval would be required under Section 10.06 for an assignment of Loans or Commitments to such additional Lender, the Borrowers may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent. Notwithstanding anything to contrary, any Term Commitment Increase, Revolving Credit Commitment Increase or Incremental Term Loan held or to be held or loaned by the Sponsor or its Affiliates shall be subject to the same restrictions as applicable to Sponsor Permitted Assignees (or Debt Fund Affiliate, as the case may be) pursuant to the terms of Section 10.06.

(c) Effective Date and Allocations. If the Commitments are increased in accordance with this Section 2.14, the Administrative Agent and the Borrower Representative shall determine the effective date (the “*Increase Effective Date*”) and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower Representative and the Lenders of the final allocation of such increase and the Increase Effective Date.

(d) Conditions to Effectiveness of Increase. The effectiveness of any Commitment Increase shall be subject to the following conditions precedent:

(i) no Event of Default has occurred and is continuing or would immediately thereafter result therefrom unless such Event of Default is waived by the financial institutions providing such Commitment Increase (provided that a Specified Default may not be so waived); provided that, solely with respect to any Incremental Term Loans incurred in connection with a Limited Condition Transaction, (x) the absence of an Event of Default shall be tested only at the time the definitive documentation for such Limited Condition Transaction is executed and (y) no Specified Default shall have occurred and be continuing at the time such Limited Condition Transaction is consummated;

(ii) subject to customary “SunGard” or “certain funds” limitations, to the extent the proceeds of any Incremental Term Loans are being used to finance a Limited Condition Transaction, the representations and warranties set forth in Article V shall be true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) immediately prior to, and immediately after giving effect to, the incurrence of such Commitment Increase (although any representations and warranties which expressly relate to a given date or period shall be required to be true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) as of the respective date or for the respective period, as the case may be), unless such requirement is waived or not required by the Lenders providing such Incremental Term Loans;

(iii) the aggregate principal amount of the Commitment Increase shall not exceed the Permitted Incremental Amount;

(iv) the Incremental Loans may be borrowed only by the Borrowers and will be Guaranteed only by Guarantors of the Borrowers’ Obligations under the Facilities and (y) to the extent secured, any Incremental Loans shall not be secured by any Lien on any asset that does not constitute Collateral and shall rank no greater than pari passu in right of payment and no greater than pari passu in right of security with the Term Loans and Revolving Credit Loans on the Closing Date; provided, that Incremental Loans may be junior secured or unsecured (or secured by assets that are not Collateral), in which case it will (x) be established as a separate facility from the then existing Facility, (y) have a

maturity at least ninety-one (91) days after the latest date of maturity of the then existing Term Facility, with no scheduled amortization or mandatory prepayments prior to the date that is ninety-one (91) days after the latest maturity of the then existing Term Facility and (z) be documented under a separate credit agreement and will be subject to a Customary Intercreditor Agreement or, if such Indebtedness is subordinated in right of payment to the Obligations, a subordination agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower Representative; and

(v) the Borrowers may (in their sole discretion) appoint any Person to arrange any Commitment Increase and provide such arranger any titles with respect to such Commitment Increase as they deem appropriate.

(e) Incremental Commitment Amendment. Any increase in Commitments pursuant to this Section 2.14 shall be effected pursuant to an amendment (an “**Incremental Commitment Amendment**”) to this Agreement, executed by the Loan Parties, the Lenders providing such increased Commitments (and no other Lenders) and the Administrative Agent. Any Incremental Commitment Amendment may, without the consent of any Lenders other than the Lenders providing the increased Commitments, (x) effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.14, (y) specify the interest rates and, subject to Section 2.14(a)(i), the amortization schedule applicable to any Incremental Loans as mutually determined by the Borrower Representative and the lenders thereunder (it being understood that no Incremental Revolving Credit Loan shall have amortization or scheduled mandatory reductions other than at maturity) and (z) in the case of Incremental Term Loans, (I) specify whether such Incremental Term Loans will share ratably in any mandatory prepayments of the Term Facility unless the Borrowers and lenders thereunder agree to a less than *pro rata* share of such prepayments (but in no case shall such Incremental Commitment Amendment specify that such lenders thereunder shall have more than a *pro rata* share of such prepayments) and (II) specify that all voluntary prepayments shall be applied to the class or classes of Term Loans (including any Incremental Term Loans) as selected by the Borrower Representative. On each Increase Effective Date, each applicable Lender, Eligible Assignee or other Person which is providing a portion of the applicable Commitment Increase under this Agreement shall become a “Lender” for all purposes of this Agreement and the other Loan Documents.

(f) Incremental Revolving Commitments. In the case of any Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) that are designated as being in the same Class as any existing Revolving Credit Commitments (and the Revolving Credit Loans thereunder), each of the parties hereto hereby agrees that the Administrative Agent, and the L/C Issuers, in the case of any such Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) may, in consultation with the Borrower Representative, take any and all action as may be reasonably necessary to ensure that all such Incremental Revolving Credit Loans when originally made, are included in each Borrowing of the applicable outstanding Revolving Credit Loans on a pro rata basis. This may be accomplished by requiring that the applicable Revolving Credit Loans included in any applicable outstanding Revolving Credit Borrowing be converted into Alternate Base Rate Loans on the date of each such Incremental Revolving Credit Loan or by allocating a portion of each such Revolving Credit Loan to each applicable outstanding Revolving Credit Borrowing comprised of SOFR Loans on a pro rata basis. Any conversion of Loans from SOFR Loans to Alternate Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Loan is to be allocated to an existing Interest Period for a Borrowing comprised of SOFR Loans, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth

in an amendment pursuant to Section 2.14(e). Notwithstanding anything in this Agreement to the contrary, (i) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) that will be designated as a separate Class of Commitments and Loans hereunder shall be made on a *pro rata* basis with any borrowings and repayments of other Revolving Credit Commitments hereunder (and the Incremental Revolving Credit Loans thereunder) (the mechanics for which may be implemented through the applicable Incremental Commitment Amendment and may include technical changes related to the borrowing and repayment procedures of the existing Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder)), (ii) assignments and participations of Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) shall be governed by the assignment and participation provisions set forth in Section 10.06 and (iii) permanent repayments of Incremental Revolving Credit Commitments (and the Incremental Revolving Credit Loans thereunder) that will be designated as a separate Class of Commitments and Loans hereunder shall be permitted as agreed between the Borrower Representative and the Lenders thereof.

(g) Conflicting Provisions. This Section 2.14 shall supersede any provisions in Section 10.01 to the contrary.

2.15 Cash Collateral.

(a) Cash Collateralization. If any Event of Default shall occur and be continuing, the Borrower Representative shall, on the Business Day it receives notice from the Administrative Agent or the Required Revolving Credit Lenders (or, if the maturity of the Loans has been accelerated, Revolving Credit Lenders holding participations in outstanding Letters of Credit representing greater than 50.0% of the aggregate undrawn amount of all outstanding Letters of Credit) thereof and of the amount to be deposited, deposit in an account with the Collateral Agent, for the benefit of the Revolving Credit Lenders, and the Borrowers hereby grant a security interest in such account in favor of the Collateral Agent, for the benefit of the Revolving Credit Lenders and the L/C Issuers as a first priority security interest, an amount in cash equal to 103.00% of L/C Exposure as of such date; provided that the obligation to deposit such cash will become effective immediately, and such deposit will become immediately payable in immediately available funds, without demand or notice of any kind, upon the occurrence of an Event of Default described in clause (f) or (g) of Section 8.01. Such deposit shall be held by the Collateral Agent as collateral for the payment and performance of the Obligations. The Collateral Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits in Cash Equivalents, which investments shall be made at the option and sole discretion of the Collateral Agent, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account.

(b) Moneys in such account shall (i) automatically be applied by the Administrative Agent to reimburse the applicable L/C Issuer for L/C Disbursements for which it has not been reimbursed, (ii) be held for the satisfaction of the reimbursement obligations of the Borrowers for the L/C Exposure at such time and (iii) if the maturity of the Loans has been accelerated (but subject to the consent of the Required Revolving Credit Lenders holding participations in outstanding Letters of Credit representing greater than 50.0% of the aggregate undrawn amount of all outstanding Letters of Credit), be applied to satisfy the Obligations. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrowers within three (3) Business Days after all Events of Default have been cured or waived.

2.16 Defaulting Lenders.

(a) Notwithstanding any provision of this Agreement to the contrary, if at any time there exists a Revolving Credit Lender that is a Defaulting Lender, then so long as such Lender is a Defaulting Lender: (a) if any L/C Exposure or Swingline Exposure exists at such time then (i) all or any part of the L/C Exposure or Swingline Exposure of such Defaulting Lender shall be reallocated among the Revolving Credit Lenders that are not Defaulting Lenders in accordance with their respective Applicable Percentage but only to the extent the sum of all such non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's L/C Exposure or Swingline Exposure does not exceed the total of all such non-Defaulting Lenders' Revolving Credit Commitments; provided that at no time shall any non-Defaulting Lender's Revolving Credit Exposure exceed such non-Defaulting Lender's Revolving Credit Commitments, (ii) if the reallocation described in clause (i) cannot, or can only partially, be effected, following notice by the Administrative Agent to the Borrower Representative, the Borrowers shall cash collateralize for the benefit of the L/C Issuers only the Borrowers' obligations corresponding to such Defaulting Lender's L/C Exposure (immediately after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.15 for so long as such L/C Exposure is outstanding, (iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's L/C Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any Letter of Credit Fees with respect to such Defaulting Lender's L/C Exposure during the period such Defaulting Lender's L/C Exposure is cash collateralized, (iv) if the L/C Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.03(j) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages and (v) if all or any portion of such Defaulting Lender's L/C Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any L/C Issuer or any other Lender hereunder, all Letter of Credit Fees with respect to such Defaulting Lender's L/C Exposure shall be payable to the applicable L/C Issuer until and to the extent that such L/C Exposure is reallocated and/or cash collateralized and (b) so long as such Lender is a Defaulting Lender, the L/C Issuers or the Swing Lenders shall not be required to issue, amend or increase any Letter of Credit or make Swing Loans, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Exposure or Swingline Exposure, as applicable, will be entirely covered by the Revolving Credit Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.16(a), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.16(a)(a)(i) (and such Defaulting Lender shall not participate therein). Subject to Section 10.22, no reallocation described above shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation. Without limiting Section 10.01, this Section 2.16 may not be amended, waived or otherwise modified without the prior written consent of the Administrative Agent, the L/C Issuers and the Swing Lenders.

(b) If the Borrower Representative, the Administrative Agent, each L/C Issuer and each Swing Lender agree in writing that a Lender is no longer a Defaulting Lender, the 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 at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held *pro rata* by the Lenders in accordance with the Commitments under the

applicable Facility (without giving effect to any reallocation of any L/C Exposure in accordance with Section 2.16(a)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.17 Extensions of Term Loans, Revolving Credit Loans and Revolving Credit Commitments.

(a) (i) The Borrower Representative may at any time and from time to time request that all or a portion of each Term Loan of any Class (an “**Existing Term Loan Class**”) be converted or exchanged to extend the scheduled final maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so extended, “**Extended Term Loans**”) and to provide for other terms consistent with this Section 2.17. Prior to entering into any Extension Agreement with respect to any Extended Term Loans, the Borrower Representative shall provide written notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term Loan Class, with such request offered equally to all such Lenders of such Existing Term Loan Class) (a “**Term Loan Extension Request**”) setting forth the proposed terms of the Extended Term Loans to be established, which terms shall be substantively the same as Term Loans of the Existing Term Loan Class from which they are to be extended except that (w) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of all or a portion of any principal amount of such Extended Term Loans may be delayed to later dates than the scheduled amortization of principal of the Term Loans of such Existing Term Loan Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.07(a) or in the Extension Agreement or the Incremental Commitment Amendment, as the case may be, with respect to the Existing Term Loan Class of Term Loans from which such Extended Term Loans were extended, in each case as more particularly set forth in Section 2.17(c) below), (x)(A) the interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, funding discounts, original issue discounts and prepayment premiums with respect to the Extended Term Loans may be different than those for the Term Loans of such Existing Term Loan Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Term Loans in addition to any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Agreement, (y) subject to the provisions set forth in Section 2.05, the Extended Term Loans may have optional prepayment terms (including call protection and prepayment terms and premiums) and mandatory prepayment terms as may be agreed between the Borrower Representative and the Lenders thereof (but in no case shall such Extended Term Loans have or receive more than a *pro rata* share of such payments than the Term Facility unless applied 91 days after the Maturity Date of such non-extended facility) and (z) the Extension Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class converted into Extended Term Loans pursuant to any Term Loan Extension Request; provided that assignment and participations of Extended Term Loans shall be governed by the assignments and participation provisions set forth in Section 10.06 (including, without limitation, with respect to any such assignments or participations or other holding of interest in any Extended Term Loans by Sponsor Permitted Assignees (or Debt Fund Affiliate, as the case may be)). Any Extended Term Loans of any Extension Series shall constitute a separate Class of Term Loans from the Existing Term Loan Class of Term Loans from which they were extended.

(ii) The Borrower Representative may at any time and from time to time request that all or a portion of the Revolving Credit Commitments of any Class and/or the Extended Revolving Credit Commitments of any Class (and, in each case, including any previously extended Revolving Credit Commitments), existing at the time of such request (each, an “**Existing Revolving Credit Commitment**” and any related revolving credit loans under any such facility, “**Existing Revolving Credit Loans**”; each Existing Revolving Credit Commitment and related Existing Revolving Credit Loans together being referred to as an “**Existing Revolving Credit Class**”) be converted or exchanged to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Revolving Credit Loans related to such Existing Revolving Credit Commitments (any such Existing Revolving Credit Commitments which have been so extended, “**Extended Revolving Credit Commitments**” and any related revolving credit loans, “**Extended Revolving Credit Loans**”) and to provide for other terms consistent with this Section 2.17. Prior to entering into any Extension Agreement with respect to any Extended Revolving Credit Commitments, the Borrower Representative shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Credit Commitments, with such request offered equally to all Lenders of such Class) (a “**Revolving Credit Extension Request**”) setting forth the proposed terms of the Extended Revolving Credit Commitments to be established thereunder, which terms shall be the same as those applicable to the Existing Revolving Credit Commitments from which they are to be extended (the “**Specified Existing Revolving Credit Commitment Class**”) except that (w) all or any of the final maturity dates of such Extended Revolving Credit Commitments may be delayed to later dates than the final maturity dates of the Existing Revolving Credit Commitments of the Specified Existing Revolving Credit Commitment Class, (x)(A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, original issue discounts and prepayment premiums with respect to the Extended Revolving Credit Commitments may be different than those for the Existing Revolving Credit Commitments of the Specified Existing Revolving Credit Commitment Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Revolving Credit Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A) and (y)(1) the undrawn revolving credit commitment fee rate with respect to the Extended Revolving Credit Commitments may be different than those for the Specified Existing Revolving Credit Commitment Class and (2) the Extension Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date; provided that, notwithstanding anything to the contrary in this Section 2.17 or otherwise, (I) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of the Extended Revolving Credit Loans under any Extended Revolving Credit Commitments shall be made on a *pro rata* basis with any borrowings and repayments of the Existing Revolving Credit Loans of the Specified Existing Revolving Credit Commitment Class (the mechanics for which may be implemented through the applicable Extension Agreement and may include technical changes related to the borrowing and repayment procedures of the Specified Existing Revolving Credit Commitment Class), (II) assignments and participations of Extended Revolving Credit Commitments and Extended Revolving Credit Loans shall be governed by the assignment and participation provisions set forth in Section 10.06 and (III) permanent repayments of Extended Revolving Credit Loans (and corresponding permanent reduction in the related Extended Revolving Credit Commitments) shall be permitted as may be agreed between the Borrower Representative and the Lenders thereof. No Lender shall have any obligation to agree to have any of its Revolving Credit Loans or Revolving Credit Commitments of any Existing Revolving Credit Class converted or exchanged into Extended Revolving Credit Loans or Extended Revolving Credit Commitments pursuant to any Extension Request. Any Extended Revolving Credit Commitments of any Extension Series shall constitute a separate Class of Revolving Credit Commitments from Existing Revolving Credit Commitments of the Specified Existing Revolving Credit Commitment

Class and from any other Existing Revolving Credit Commitments (together with any other Extended Revolving Credit Commitments so established on such date).

(b) The Borrower Representative shall provide the applicable Extension Request to the Administrative Agent at least five (5) Business Days (or such shorter period as the Administrative Agent may determine in its reasonable discretion) prior to the date on which Lenders under the existing Class are requested to respond, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably, to accomplish the purpose of this Section 2.17. Any Lender (an “**Extending Lender**”) wishing to have all or a portion of its Term Loans or Revolving Credit Commitments (or any earlier Extended Revolving Credit Commitments) of an existing Class subject to such Extension Request converted or exchanged into Extended Loans/Commitments shall notify the Administrative Agent (an “**Extension Election**”) on or prior to the date specified in such Extension Request of the amount of its Term Loans and/or Revolving Credit Commitments (and/or any earlier-extended Extended Revolving Credit Commitments) which it has elected to convert or exchange into Extended Loans/Commitments (subject to any minimum denomination requirements imposed by the Administrative Agent). In the event that the aggregate principal amount of Term Loans and Revolving Credit Commitments (and any earlier-extended Extended Revolving Credit Commitments) subject to Extension Elections exceeds the amount of Extended Loans/Commitments requested pursuant to the Extension Request, Term Loans, Revolving Credit Commitments or earlier-extended Extended Revolving Credit Commitments, as applicable, subject to Extension Elections shall be converted to or exchanged to Extended Loans/Commitments on a *pro rata* basis (subject to such rounding requirements as may be established by the Administrative Agent) based on the amount of Term Loans, Revolving Credit Commitments and earlier-extended Extended Revolving Credit Commitments included in each such Extension Election or as may be otherwise agreed to in the applicable Extension Agreement. Notwithstanding the conversion of any Existing Revolving Credit Commitment into an Extended Revolving Credit Commitment, unless expressly agreed by the holders of each affected Existing Revolving Credit Commitment of the Specified Existing Revolving Credit Commitment Class, such Extended Revolving Credit Commitment shall not be treated more favorably than all Existing Revolving Credit Commitments of the Specified Existing Revolving Credit Commitment Class for purposes of the obligations of a Revolving Credit Lender in respect of Letters of Credit under Section 2.03, except that the applicable Extension Amendment may provide that the last day for issuing Letters of Credit may be extended and the related obligations issue Letters of Credit may be continued (pursuant to mechanics to be specified in the applicable Extension Amendment) so long as the applicable L/C Issuers have consented to such extensions (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(c) Extended Loans/Commitments shall be established pursuant to an amendment (an “**Extension Agreement**”) to this Agreement (which, except to the extent expressly contemplated by the final sentence of Section 2.17(b) and the penultimate sentence of this Section 2.17(c) and notwithstanding anything to the contrary set forth in Section 10.01, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Loans/Commitments established thereby, or contain any provisions requiring any conditions regarding the absence of a Default or Event of Default hereunder, financial covenant compliance requirements or other minimum extension conditions) executed by the Loan Parties, the Administrative Agent and the Extending Lenders. In addition to any terms and changes required or permitted by Section 2.17(a), each Extension Agreement in respect of Extended Term Loans shall amend the scheduled amortization payments pursuant to Section 2.07 or the applicable Incremental Commitment Amendment or Extension Agreement with respect to the existing Class of Term Loans from which the Extended Term Loans were exchanged to reduce each scheduled Repayment Amount for the

existing Class in the same proportion as the amount of Term Loans of the existing Class is to be reduced pursuant to such Extension Agreement (it being understood that the amount of any Repayment Amount payable with respect to any individual Term Loan of such existing Class that is not an Extended Term Loan shall not be reduced as a result thereof). In connection with any Extension Agreement, the Borrowers shall deliver an opinion of counsel reasonably acceptable to the Administrative Agent as to the enforceability of such Extension Agreement, this Agreement as amended thereby, and such of the other Loan Documents (if any) as may be amended thereby (in the case of such other Loan Documents as contemplated by the immediately preceding sentence) and covering customary matters.

(d) Notwithstanding anything to the contrary contained in this Agreement, (A) on any date on which any Existing Term Loan Class or Class of Existing Revolving Credit Commitments is converted or exchanged to extend the related scheduled maturity date(s) in accordance with clause (a) above (an “**Extension Date**”), (I) in the case of the Term Loans under the Existing Term Loan Class of each Extending Lender, the aggregate principal amount of such Term Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term Loans so converted or exchanged by such Lender on such date, and the Extended Term Loans shall be established as a separate Class of Term Loans (together with any other Extended Term Loans so established on such date), and (II) in the case of the Existing Revolving Credit Commitments of each Extending Lender under any Specified Existing Revolving Credit Commitment Class, the aggregate principal amount of such Existing Revolving Credit Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Revolving Credit Commitments so converted or exchanged by such Lender on such date (or by any greater amount as may be agreed by the Borrower Representative and such Lender), and such Extended Revolving Credit Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Revolving Credit Commitment Class and from any other Existing Revolving Credit Commitments (together with any other Extended Revolving Credit Commitments so established on such date) and (B) if, on any Extension Date, any Existing Revolving Credit Loans of any Extending Lender are outstanding under the Specified Existing Revolving Credit Commitment Class, such Existing Revolving Credit Loans (and any related participations) shall be deemed to be converted or exchanged to Extended Revolving Credit Loans (and related participations) of the applicable Class in the same proportion as such Extending Lender’s specified Existing Revolving Credit Commitments to Extended Revolving Credit Commitments of such Class.

(e) In the event that the Administrative Agent determines in its sole discretion that the allocation of Extended Term Loans of a given Extension Series or the Extended Revolving Credit Commitments of a given Extension Series, in each case to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Extension Agreement, then the Administrative Agent, the Borrowers and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, enter into an amendment to this Agreement and the other Loan Documents (each, a “**Corrective Extension Agreement**”) within 15 days following the effective date of such Extension Agreement, as the case may be, which Corrective Extension Agreement shall (i) provide for the conversion or exchange and extension of Term Loans under the Existing Term Loan Class or Existing Revolving Credit Commitments (and related Revolving Credit Exposure), as the case may be, in such amount as is required to cause such Lender to hold Extended Term Loans or Extended Revolving Credit Commitments (and related revolving credit exposure) of the applicable Extension Series into which such other Term Loans or commitments were initially converted or exchanged, as the case may be, in the amount such Lender would have held had such administrative error not

occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Extension Agreement, in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, the Borrowers and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of an Extension Agreement described in Section 2.17(d)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in the penultimate sentence of Section 2.17(d).

(f) No conversion or exchange of Loans or Commitments pursuant to any Extension Agreement in accordance with this Section 2.17 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(g) This Section 2.17 shall supersede any provisions in Section 2.13 and Section 10.01 to the contrary. For the avoidance of doubt, any of the provisions of this Section 2.17 may be amended with the consent of the Required Lenders; provided that no such amendment shall require any Lender to provide any Extended Loans/Commitments without such Lender's consent.

2.18 Refinancing Facilities.

At any time after the Closing Date, the Borrowers may obtain, from any Lender or any new lender (provided that if Administrative Agent would have consent rights with respect to such new lender under Section 10.06 herein were such new lender to take an assignment of Loans or Commitments hereunder, then such new lender shall be reasonably acceptable to the Administrative Agent (in consultation with the Borrower Representative) (such acceptance not to be unreasonably withheld, conditioned or delayed) and provided further that any such Credit Agreement Refinancing Indebtedness held or to be held or loaned by any Sponsor or its Affiliates shall be subject to the same restrictions as applicable to Sponsor Permitted Assignees (or Debt Fund Affiliates, as they case may be) pursuant to the terms of Section 10.06) (each such new lender being an "***Additional Lender***"), Permitted Equal Priority Refinancing Debt in the form of loans (and corresponding commitments) in respect of all or any portion of the Term Loans ("***Refinanced Term Loans***" and the corresponding commitments, the "***Refinanced Term Commitments***") (such Permitted Equal Priority Refinancing Debt, "***Refinancing Term Loans***") or all Revolving Credit Loans ("***Refinanced Revolving Credit Loans***" and the corresponding commitments, the "***Refinanced Revolving Credit Commitments***") (such Permitted Equal Priority Refinancing Debt, "***Refinancing Revolving Credit Loans***" and the corresponding commitments, the "***Refinancing Revolving Credit Commitments***") then outstanding under this Agreement (which will be deemed to include any then outstanding Incremental Term Loans under any Term Commitment Increase or any then outstanding Revolving Credit Loans under any Revolving Credit Commitment Increase) and any then outstanding Refinanced Term Loans in the form of Refinanced Term Loans or Refinanced Term Commitments or any then outstanding Refinanced Revolving Credit Loans in the form of Refinanced Revolving Credit Loans or Refinanced Revolving Credit Commitments, in each case, pursuant to a Refinancing Amendment; provided, that such Permitted Equal Priority Refinancing Debt in the form of loans (and corresponding commitments) (i) shall be *pari passu* in right of payment and of security with the other Loans and Commitments hereunder, (ii) will, to the extent permitted by the definition of "Credit Agreement Refinancing Indebtedness" and "Permitted Equal Priority Refinancing Debt", have such pricing, interest rate margins, rate floors, discounts, fees, premiums and prepayment or redemption provisions and terms as may be agreed by the Borrower Representative and the Lenders thereof and (iii) will, to the extent in the form of Refinancing Revolving Credit Loans (and corresponding Refinancing Revolving Credit Commitments), participate in the payment, borrowing, participation and commitment reduction provisions herein on a *pro rata* basis with any all then outstanding Revolving Credit Loans and Revolving Credit Commitments. The effectiveness of any Refinancing Amendment shall be subject to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of board resolutions, officers' certificates and/or reaffirmation agreements consistent

with those delivered on the Closing Date. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Permitted Equal Priority Refinancing Debt in the form of loans (and corresponding commitments) incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Refinancing Term Loans or Refinancing Revolving Credit Loans (and corresponding Refinancing Revolving Credit Commitments)) and any Refinanced Term Loans or Refinanced Revolving Credit Loans (and the corresponding refinanced Revolving Credit Commitments) being replaced or refinanced with such Permitted Equal Priority Refinancing Debt in the form of loans (and corresponding commitments) shall be deemed permanently reduced and satisfied in all respects. Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section 2.18.

This Section 2.18 shall supersede any provisions in Section 10.01 to the contrary.

2.19 Swing Loans.

(a) Availability. Each Swing Lender shall make Loans in Dollars (each, a “**Swing Loan**”) available to a Borrower under the Revolving Credit Commitments from time to time on any Business Day during the Availability Period in an aggregate principal amount at any time outstanding not to exceed its Swingline Commitment; provided, however, that the Swing Lender may not make any Swing Loan (x) to the extent that after giving effect to such Swing Loan, the aggregate principal amount of all Revolving Credit Loans would exceed the Revolving Credit Commitment, (y) to the extent that after giving effect to such Swing Loan, the aggregate principal amount of all Revolving Credit Loans and Swing Loans held by the Swing Lender (and if the Swing Lender is not also a Revolving Credit Lender, by each of its Affiliates that is a Revolving Credit Lender) would exceed the Revolving Credit Commitment of such Swing Lender (and such Affiliates, if any) and (z) during the period commencing on the first Business Day after it receives notice from the Administrative Agent or the Required Revolving Credit Lenders that one or more of the conditions precedent contained in Section 4.02 are not satisfied and ending when such conditions are satisfied or duly waived. In connection with the making of any Swing Loan, the Swing Lender may but shall not be required to determine that, or take notice whether, the conditions precedent set forth in Section 4.02 have been satisfied or waived. Each Swing Loan shall be a Alternate Base Rate Loan and must be repaid as provided herein, but in any event must be repaid in full on the Maturity Date. Within the limits set forth in the first sentence of this clause (a), amounts of Swing Loans repaid may be reborrowed under this clause (a).

(b) Borrowing Procedures. In order to request a Swing Loan, the Borrower Representative shall give to Swing Lender (with copy to the Administrative Agent) a notice to be received not later than 10:00 a.m. on the day of the proposed Borrowing (or such later time as the Swing Lender may agree in its sole discretion). Each such notice may be by facsimile, email or other electronic communication, specifying therein the requested (i) date of such borrowing of a Swing Loan (which shall be a Business Day), (ii) amount of such Swing Loan (which shall not be less than \$50,000 except as may be consented to by the applicable Swing Lender) (a “**Swingline Request**”). In addition, if any Borrowing Notice of Revolving Credit Loans requests a Borrowing of Alternate Base Rate Loans, the Swing Lender may, notwithstanding anything else to the contrary herein, make a Swing Loan to the applicable Borrower in an aggregate amount not to exceed such proposed Borrowing, and the aggregate amount of the corresponding proposed Borrowing shall be reduced accordingly by the principal amount of such Swing Loan. The Administrative Agent shall promptly notify the Swing Lender of the details of the requested Swing Loan. Upon receipt of such notice and subject to the terms of this Agreement, the Swing Lender

may make a Swing Loan available to Borrower on the date set forth in the relevant Swingline Request or Borrowing Notice.

(c) Refinancing Swing Loans.

(i) The Swing Lender may at any time (and shall no less frequently than once each week) forward a demand to the Administrative Agent (which the Administrative Agent shall, upon receipt, forward to each Revolving Credit Lender) that each Revolving Credit Lender pay to the Administrative Agent, for the account of the Swing Lender, such Revolving Credit Lender's Applicable Percentage of the outstanding Swing Loans; provided that if, as of the fifth (5th) Business Day following the making of any Swing Loan, such Swing Loan has not been repaid and the Swing Lender has not forwarded a demand as contemplated above, the Swing Lender shall be deemed to have made such demand and hereby irrevocably authorizes and directs the Administrative Agent to deliver such demand to each Revolving Credit Lender.

(ii) Each Revolving Credit Lender shall pay the amount owing by it to the Administrative Agent for the account of the Swing Lender on the Business Day following receipt of the notice or demand therefor. Payments received by the Administrative Agent after 3:00 p.m. may, in the Administrative Agent's discretion, be deemed to be received on the next Business Day. Upon receipt by the Administrative Agent of such payment (other than during the continuation of any Event of Default under Section 8.01(f)), such Revolving Credit Lender shall be deemed to have made a Revolving Credit Loan to the applicable Borrower, which, upon receipt of such payment by the Swing Lender from the Administrative Agent, such Borrower shall be deemed to have used in whole to refinance such Swing Loan. In addition, regardless of whether any such demand is made, upon the occurrence of any Event of Default under Section 8.01(f), each Revolving Credit Lender shall be deemed to have acquired, without recourse or warranty, an undivided interest and participation in each Swing Loan in an amount equal to such Lender's Applicable Percentage of such Swing Loan. If any payment made by any Revolving Credit Lender as a result of any such demand is not deemed a Revolving Credit Loan, such payment shall be deemed a funding by such Lender of such participation. Such participation shall not be otherwise required to be funded. Upon receipt by the Swing Lender of any payment from any Revolving Credit Lender pursuant to this clause (c) with respect to any portion of any Swing Loan, the Swing Lender shall promptly pay over to such Revolving Credit Lender all payments of principal (to the extent received after such payment by such Lender) and interest (to the extent accrued with respect to periods after such payment) on account of such Swing Loan received by the Swing Lender with respect to such portion.

(d) Obligation to Fund Absolute. Each Revolving Credit Lender's obligations pursuant to clause (c) above shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including (A) the existence of any setoff, claim, abatement, recoupment, defense or other right that such Lender, any Affiliate thereof or any other Person may have against the Swing Lender, the Administrative Agent, any other Lender or L/C Issuer or any other Person, (B) the failure of any condition precedent set forth in Section 4.02 to be satisfied or the failure of the Borrower Representative to deliver a Borrowing Notice (each of which requirements the Revolving Credit Lenders hereby irrevocably waive) and (C) any adverse change in the condition (financial or otherwise) of any Loan Party.

(e) Repayment of Swing Loans. The applicable Borrower shall repay to the Administrative Agent, for the account of the Swing Lender, the then unpaid principal amount of each Swing Loan on the earlier of (i) the Maturity Date and (ii) the fifth (5th) Business Day after such Swing Loan is made; provided that on each date that a Revolving Credit Loan is made, the applicable Borrower shall repay all Swing Loans then outstanding and the proceeds of such Revolving Credit Loan borrowing shall be applied by the Administrative Agent to repay any Swing Loans outstanding.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law (as determined in the good faith discretion of the applicable Loan Party or Administrative Agent). If any Loan Party or Administrative Agent shall be required by applicable law to deduct or withhold any Taxes from such payments, then (i) if such Taxes are Indemnified Taxes, the sum payable shall be increased as necessary so that after making all such required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 3.01), the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the Loan Parties or Administrative Agent shall be entitled to make such deductions or withholdings and (iii) the Loan Parties or Administrative Agent, as applicable, shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Borrowers. Without limiting or duplication of the provisions of subsection (a) above, the Borrowers shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent, each Lender and each L/C Issuer, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by, or required to be withheld or deducted from a payment to the Administrative Agent, such Lender or such L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail a calculation of the amount of such payment or liability delivered to the Borrower Representative by a Lender or an L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 3.01, the Borrower Representative shall, if reasonably requested by the Administrative Agent, deliver to the 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 the Administrative Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of U.S. federal withholding Tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower Representative (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or as are reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation 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 the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent, including IRS Form W-9, as will enable the Borrower Representative or the 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 Section 3.01(e)(A), (B) or (D) below) shall not be required if in the Lender's or L/C Issuer's reasonable judgment such completion, execution or submission would subject such Lender or L/C Issuer to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or L/C Issuer.

Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrower Representative and the 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 written request of the Borrower Representative or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

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

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

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 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 IRS Form W-8BEN-E, as applicable; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit

I-2 or Exhibit I-3, 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 I-4 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 the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested in writing 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 written request of the Borrower Representative or the 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 the Borrower Representative or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender or an L/C Issuer under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or an L/C Issuer 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 or such L/C Issuer, as applicable, shall deliver to the Borrower Representative and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrower Representative or the Administrative Agent to comply with their obligations under FATCA, to determine that such Lender or such L/C Issuer has complied with such Lender's or such L/C Issuer's obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this Section 3.01(e)(D), FATCA shall include any amendments made to FATCA after the date hereof.

(E) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so.

(f) Status of Administrative Agent. The Administrative Agent shall provide the Borrower Representative with two duly completed copies of, if it is not a U.S. Person, (i) IRS Form W-8ECI or W-8BEN-E with respect to payments to be received by it as a beneficial owner and (ii) IRS Form W-8IMY (together with required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, certifying that it is a "U.S. branch" and that such payments are not effectively connected with the conduct of its trade or business in the United States and that it is using such form as evidence of its agreement with the Borrower Representative to be treated as a U.S. Person with respect to such payments. In the event that the Administrative Agent is a U.S. Person, the Administrative Agent shall provide the Borrower Representative with two duly completed copies of IRS Form W-9. The Administrative Agent shall update any forms provided under this Section 3.01(f) periodically upon the reasonable request of the Borrower Representative.

(g) Treatment of Certain Refunds. If the Administrative Agent, any Lender or any L/C Issuer determines, in its sole discretion exercised in good faith, that it has received a refund of

any Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of the Administrative Agent, any Lender or any L/C Issuer, as the case may be, and withholding any amounts as required under applicable Law and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrowers, upon the request of the Administrative Agent, such Lender or such L/C Issuer, agrees to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or such L/C Issuer in the event the Administrative Agent, such Lender or such L/C Issuer is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Administrative Agent, such Lender or such L/C Issuer be required to pay any amount to the Borrowers pursuant to this paragraph (g) the payment of which would place the Administrative Agent, such Lender or such L/C Issuer in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection (g) shall not be construed to require the Administrative Agent, such Lender or such L/C Issuer to file its returns in a particular manner or to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the Borrower Representative or any other Person.

(h) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrowers has not already indemnified the 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 10.06(h) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (h). The Lender under this subsection (h) includes the L/C Issuer.

(i) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, or an L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

3.02 Illegality. If any Law has made it unlawful, or any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund SOFR Loans, or to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate or Term SOFR, as applicable, then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligation of such Lender to make or continue SOFR Loans or to convert Alternate Base Rate Loans to SOFR Loans shall be suspended until such Lender notifies the Administrative

Agent and the Borrower Representative that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans of such Lender to Alternate Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted. Until the circumstances giving rise to such illegality shall cease to exist, all Loans made by such Lender thereafter shall be made as Alternate Base Rate Loans.

3.03 Inability to Determine Rates; Benchmark Replacement.

(a) Inability to Determine SOFR. Subject to paragraph (c) below, if, prior to the commencement of any Interest Period for any SOFR Borrowing:

(i) the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that “Term SOFR” cannot be determined pursuant to the definition thereof, or

(ii) the Administrative Agent shall have received notice from the Required Lenders (or the Required Revolving Credit Lenders with respect to Revolving Credit Loans) that “Term SOFR” for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making, funding or maintaining their SOFR Loans for such Interest Period,

then the Administrative Agent shall give written notice thereof (or telephonic notice, promptly confirmed in writing) to the Borrower Representative and to the Lenders as soon as practicable thereafter.

Upon notice thereof by the Administrative Agent to the Borrower Representative, any obligation of the Lenders to make SOFR Loans, and any right of the Borrowers to continue SOFR Loans or to convert Alternate 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 (with respect to clause (ii), at the instruction of the Required Lenders (or the Required Revolving Credit Lenders with respect to Revolving Credit Loans)) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Alternate Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Alternate Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.05. Subject to paragraph (c) below, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Term SOFR” cannot be determined pursuant to the definition thereof on any given day, the interest rate on Alternate Base Rate Loans shall be reasonably determined by the Administrative Agent without reference to clause (c) of the definition of “Alternate Base Rate” until the Administrative Agent revokes such determination.

(b) [reserved].

(c) Benchmark Replacement.

(i) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) *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 Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) *Notices; Standards for Decisions and Determinations.* The Administrative Agent will promptly notify the Borrower Representative and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower Representative of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(c) 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 3.03(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03(c).

(iv) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (II) 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 or in compliance with or aligned with the International Organization of

Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) *Benchmark Unavailability Period.* Upon the Borrower Representative’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower Representative may revoke any pending request for a SOFR Borrowing, a conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower Representative will be deemed to have converted any such request into a request for a Borrowing of or conversion to Alternate 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 Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement taken into account in determining Term SOFR) or any L/C Issuer;

(ii) subject any Lender or any L/C Issuer or the Administrative Agent to any Tax (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any L/C Issuer any other condition, cost or expense (other than Taxes) affecting this Agreement or SOFR Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any SOFR Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such L/C Issuer, the Borrowers will pay to such Lender or

such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or any L/C Issuer reasonably determines that any Change in Law affecting such Lender or such L/C Issuer or any Lending Office of such Lender or such Lender's or such L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such L/C Issuer's capital or on the capital of such Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or an L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or such L/C Issuer or its holding company, as the case may be, as specified in clauses (a) or (b) of this Section 3.04 or in Section 3.05, and specifying in reasonable detail the basis for such compensation, and delivered to the Borrower Representative shall be conclusive absent manifest error; provided, however that no Lender or L/C Issuer shall be requested to disclose confidential or price sensitive information or any other information, to the extent prohibited by law. The Borrowers shall pay such Lender or such L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Notwithstanding anything in this Agreement to the contrary, the Borrowers shall not be obligated to make any payment to any Lender or any L/C Issuer under this Section 3.04 in respect of any Change in Law for any period more than 180 days prior to the date on which such Lender or such L/C Issuer gives written notice to the Borrower Representative of its intent to request such payment under this Section 3.04; provided, however, that if such Change in Law has retroactive effect, the Borrowers shall be required to make any such payments for the period of retroactivity.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss (other than lost profit), cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than an Alternate Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than an Alternate Base Rate Loan on the date or in the amount notified by the Borrower Representative;

including any loss of anticipated profits (excluding the Applicable Margin) and any loss, cost or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees

payable to terminate the deposits from which such funds were obtained. For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each SOFR Loan made by it at the Term SOFR for such Loan by a matching deposit or other borrowing for a comparable amount and for a comparable period, whether or not such SOFR Loan was in fact so funded.

3.06 Lender Replacement. If (a) any Lender or any L/C Issuer shall request compensation under Section 3.01, (b) any Lender or any L/C Issuer delivers a notice described in Section 3.02, (c) the Borrowers are required to pay any additional amount to any Lender or any L/C Issuer or any Governmental Authority on account of any Lender or any L/C Issuer, pursuant to Section 3.04, or (d) any Lender is a Non-Consenting Lender, then the Borrowers may, at their sole expense, upon notice to such Lender and the Administrative Agent, require such Lender to assign, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06, all of its interests, rights (other than its existing rights to payment pursuant to Section 3.01 or Section 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment)); provided that:

(i) the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.06;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (if applicable) and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower Representative to require such assignment and delegation cease to apply.

Notwithstanding anything in this Section to the contrary, (i) any Lender that acts as an L/C Issuer may not be replaced hereunder at any time it has any Letter of Credit outstanding hereunder unless arrangements satisfactory to such Lender (including the furnishing of a backstop standby letter of credit in form and substance, and issued by an issuer, reasonably satisfactory to such L/C Issuer or the depositing of cash collateral into a cash collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to such outstanding Letter of Credit and (ii) the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.06.

3.07 Survival. This Article III shall survive termination of the Aggregate Commitments and repayment of all Obligations.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions Precedent to Closing Date and Initial Credit Extension. The obligations of the parties to this Agreement (other than their mutual agreement to consummate the transactions contemplated hereby) shall not become effective until the date on which all of the following conditions precedent are satisfied or waived in accordance with Section 10.01:

(a) The Administrative Agent shall have received this Agreement, executed and delivered by each of the parties hereto and thereto, and each of the following, in each case, dated as of the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date):

(i) duly executed counterparts, from the Loan Parties party thereto, of each Guaranty and each Collateral Document and each other document and instrument required hereunder to create and perfect the security interests of the Collateral Agent in the Collateral to be entered into on the Closing Date (which will be, if applicable, in proper form for filing);

(ii) a duly executed Borrowing Notice in accordance with the requirements of Section 2.02;

(iii) such duly executed certificates of resolutions or consents, incumbency certificates and/or other duly executed certificates of Responsible Officers of each Loan Party as the Administrative Agent or the Lenders may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) such documents and duly executed certifications as the Administrative Agent or the Lenders may reasonably require to evidence that the Borrowers and each other material Loan Party is duly organized, incorporated or formed, and, to the extent applicable, that each Loan Party is validly existing, in good standing in its jurisdiction of incorporation or formation (to the extent such concept exists in the applicable jurisdiction) and qualified to engage in business in its jurisdiction of incorporation or formation;

(v) a customary opinion of (A) Morrison & Foerster LLP, counsel to the Loan Parties, and (B) Gordon Rees Scully Mansukhani, LLP, North Carolina counsel to the Loan Parties, in each case, addressed to each Agent, each L/C Issuer and each other Lender, in form and substance reasonably satisfactory to the Administrative Agent and covering such other matters concerning the Loan Parties and the Loan Documents as the Administrative Agent may reasonably request;

(vi) a Solvency Certificate, dated as of the Closing Date, signed by a chief financial officer or an authorized senior financial officer of Holdings, substantially in the form of Exhibit G hereto; and

(vii) a customary certificate dated as of the Closing Date, signed by a chief

executive officer, chief financial officer or a senior vice president of the Borrowers, confirming compliance with the conditions precedent set forth in Sections 4.01(d), (f) and (g).

(b) (i) All fees required to be paid on the Closing Date pursuant to the Fee Letter and (ii) all expenses required to be paid on the Closing Date to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been or substantially concurrently with the initial funding of the Facilities will be paid (which amounts may be offset against the proceeds of the Facilities).

(c) (i) The Administrative Agent shall have received, no later than three (3) Business Days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and Anti-Money Laundering Laws, including, without limitation, the USA Patriot Act, that has been reasonably requested at least ten (10) Business Days in advance of the Closing Date; and (ii) if any Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, then such Borrower shall have delivered to the Administrative Agent and the Lenders, no later than three (3) Business Days prior to the Closing Date, a Beneficial Ownership Certification in relation to such Borrower.

(d) Since December 31, 2022, there shall not have occurred any Material Adverse Effect.

(e) The Arrangers shall have received the Required Financials (it being understood and agreed that the items required to be delivered under this clause (e) have been received by the Arrangers prior to the date hereof).

(f) The representations and warranties of or on behalf of the Loan Parties contained in Article V or any other Loan Document are true and correct in all material respects (or in all respects if already qualified by materiality or Material Adverse Effect) on and as of the Closing Date (in each case both before and immediately after giving effect thereto), 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 all material respects (or in all respects if already qualified by materiality or Material Adverse Effect) as of such earlier date.

(g) The Refinancing shall have been consummated substantially concurrently with the funding of the initial borrowings under the Facilities.

Without limiting the generality of the provisions of Section 9.02, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than (x) a Borrowing Notice requesting only a conversion of Loans to the other Type, or a continuation of SOFR Loans, or (y) in connection with Request for Credit Extension under a Term Commitment Increase or Revolving Credit Commitment Increase relating to a Limited Condition Transaction) is subject to the following conditions precedent:

(a) the representations and warranties of or on behalf of the Loan Parties contained in

Article V or any other Loan Document shall be true and correct in all material respects (or in all respects if already by materiality or Material Adverse Effect) on and as of the date of such Credit Extension (in each case both before and immediately after giving effect thereto), 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 all material respects (or in all respects if already qualified by materiality or Material Adverse Effect) as of such earlier date;

(b) no Default or Event of Default has occurred and is continuing, or would immediately thereafter result from such proposed Credit Extension or from the application of the proceeds therefrom; and

(c) the Administrative Agent and, if applicable, the L/C Issuers shall have received a Request for Credit Extension, as applicable, in accordance with the requirements hereof.

Each Request for Credit Extension (other than (x) a Borrowing Notice requesting only a conversion of Loans to the other Type or a continuation of SOFR Loans or (y) in connection with Request for Credit Extension under a Term Commitment Increase or Revolving Credit Commitment Increase relating to a Limited Condition Transaction) submitted by the Borrower Representative shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each Borrower hereby represents and warrants to the Agents, L/C Issuers and the Lenders on the Closing Date (immediately after giving effect to the Transactions) and on the date of each Credit Extension that:

5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each Restricted Subsidiary (a) is duly organized or formed, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite corporate, partnership or limited liability company power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect, and (ii) execute, deliver and perform its obligations under the Loan Documents, (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect, and (d) is in compliance with all other Laws and all orders, writs, injunctions and decrees applicable to it or to its properties except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party, and the consummation of the Transactions (a) are within such Loan Party's corporate, partnership or limited liability company or other powers, and have been duly authorized by all necessary corporate or other organizational action, (b) do not contravene the terms of any of such Person's Organizational Documents, (c) do not conflict with or result in any breach or contravention of, or the creation of any Lien (other than Permitted Liens) under, or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or

affecting such Person or the properties of such Person or any Restricted Subsidiary, in each case, except to the extent the conflict, breach, contravention or creation of Lien could not be reasonably likely to have a Material Adverse Effect or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (d) do not violate any Law. No Loan Party or any Restricted Subsidiary is in violation of any Law or in breach of any such Contractual Obligation, the violation or breach of which could be reasonably likely to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement, any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof (subject to Permitted Liens)) or (d) the exercise by any Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for (i) authorizations, approvals, actions, notices and filings that have been (or contemporaneously herewith will be) duly obtained, taken, given or made and are (or, upon obtaining, taking, giving or making any such authorization, approval, action, notice or filing, will be) in full force and effect, (ii) authorizations, approvals, actions, notices and filings that are to be made by, to or with any Governmental Authority (excluding filings of financing statements under the Uniform Commercial Code, filings in the U.S. Patent and Trademark Office and United States Copyright Office and filings with respect to any Mortgage) and are listed on Schedule 5.03 hereto, (iii) filings necessary to maintain the perfection or priority of the Liens created by the Loan Documents and (iv) consents, approvals, registrations, filings, permits or actions the failure of which to obtain or perform would not reasonably be expected to result in a Material Adverse Effect.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject as to enforceability to the effect of applicable bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws relating to or affecting creditor's rights generally, and the effect of general principles of equity, whether applied by a court of law or equity.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Required Financials described in clause (a) of the definition thereof and, since the Closing Date, each of the annual financial statements delivered pursuant to Section 6.01(a), (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, (ii) fairly present in all material respects the financial condition of Holdings, the Borrowers and the Restricted Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (iii) show all material Indebtedness and other liabilities, direct or contingent, of Holdings, the Borrowers and the Restricted Subsidiaries as of the date thereof, including liabilities for Taxes, material commitments and Indebtedness, to the extent required by GAAP to be shown therein; *provided*, however, for the avoidance of doubt the Borrowers and the Restricted Subsidiaries make no representation or warranty with respect to any historical financial statements of an unaffiliated third party delivered in connection with any Permitted Acquisition.

(b) The Required Financials described in clause (b) of the definition thereof and, since

the Closing Date, the most recent quarterly unaudited consolidated financial statements of Parent Holdings, the Borrowers and the Restricted Subsidiaries delivered pursuant to Section 6.01(b), and the related consolidated statements of income or operations and cash flows for the fiscal quarter ended on that date, in each case, (x) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, (y) fairly present in all material respects the financial condition of Holdings, the Borrowers and the Restricted Subsidiaries as of the date thereof and their results of operations for the period covered thereby, and (z) show all material indebtedness and other liabilities, direct or contingent, of Holdings, the Borrowers and the Restricted Subsidiaries as of the date thereof, including liabilities for Taxes, material commitments and Indebtedness, to the extent required by GAAP to be shown therein, subject, in the case of clauses (x) and (y), to the absence of footnote disclosures and to normal year-end adjustments; *provided*, however, for the avoidance of doubt the Borrowers and the Restricted Subsidiaries make no representation or warranty with respect to any historical financial statements of an unaffiliated third party delivered in connection with any Permitted Acquisition.

(c) Since the Closing Date there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are no actions, suits, proceedings, claims, disputes or investigations pending or, to the knowledge of the Borrowers threatened (in writing), at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any Restricted Subsidiaries or against any of their properties or revenues that is reasonably likely to be adversely determined and, if so determined, (a) purport to adversely affect this Agreement, any other Loan Document or the consummation of the Transactions, or (b) either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.07 Environmental Compliance.

(a) Except as otherwise may be set forth on Schedule 5.07 or as would not reasonably be expected to have a Material Adverse Effect: (i) each Loan Party and each Restricted Subsidiary is now, and has been, in compliance with the requirements of all applicable Environmental Laws, which includes obtaining and maintaining all applicable Environmental Permits required under such Environmental Laws to carry on the business of the Loan Parties and Restricted Subsidiaries as currently conducted; and (ii) no Loan Party or any Restricted Subsidiary has received any written notice that alleges any of them is in violation of Environmental Laws or otherwise subject to Environmental Liabilities, and, to the knowledge of such Loan Party or Restricted Subsidiary, none of the Loan Parties or Restricted Subsidiaries or any of their real property is the subject of any claims, investigations, liens, demands, or judicial, administrative or arbitral proceedings pending or threatened under any Environmental Law or to revoke or modify any Environmental Permit held by any of the Loan Parties or any Restricted Subsidiary.

(b) Except as otherwise may be set forth on Schedule 5.07 or as would not reasonably be expected to have a Material Adverse Effect: (i) none of the properties currently or formerly owned or operated by any Loan Party or any Restricted Subsidiary is listed or, to the knowledge of such Loan Party, proposed for listing on the NPL or any analogous state or local list; (ii) [reserved]; (iii) there is no asbestos or asbestos containing material on any property currently owned or operated by any Loan Party or any Restricted Subsidiary in a condition that would reasonably be expected to result in liability to any Loan Party or any Restricted Subsidiary; and (iv) Hazardous Materials have not been Released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Restricted Subsidiary (as to

formerly owned or operated property, only during such ownership or operation) or, to the knowledge of any Loan Party, at any other location arising out of the conduct or current or prior operations of the Loan Parties or any Restricted Subsidiary that would reasonably be expected to require investigation, remedial activity or corrective action or cleanup or would reasonably be expected to result in any Loan Party or any Restricted Subsidiary incurring any Environmental Liability.

(c) Except as otherwise may be set forth on Schedule 5.07 or as would not reasonably be expected to have a Material Adverse Effect (i) neither any Loan Party nor any Restricted Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and (ii) all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any Restricted Subsidiary (as to formerly owned or operated property, only during such ownership or operation) relating to such Loan Party's or Restricted Subsidiary's operations have been disposed of in a manner that would not reasonably be expected to result in Environmental Liability to any Loan Party or any Restricted Subsidiary.

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each Restricted Subsidiary has good record and legal title in fee simple to, or valid leasehold interests in, all real property that is reasonably necessary to the conduct of its business, except for such defects in title that do not materially interfere with its ability to conduct its business or utilize such assets, in each case, except where the failure to have such legal title in fee simple to, or valid leasehold interests in, all such real property would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The property of the Borrowers and the Restricted Subsidiaries is not subject to any Liens, other than Permitted Encumbrances or as otherwise permitted by Section 7.01.

(c) Set forth on Schedule 5.08(c) hereto is a complete and accurate list of all real property owned by any Loan Party as of the date hereof, showing as of the date hereof the street address, county or other relevant jurisdiction, state, record owner.

5.09 Taxes. The Borrowers have filed all federal and state and other tax returns and reports required to be filed, other than those scheduled on Schedule 5.09 hereto, and has paid all federal and state and other Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (a) those which are being contested in good faith by appropriate proceedings diligently conducted or for which an extension has been granted and, in each case, for which adequate reserves have been provided in accordance with GAAP or (b) where failure to do so would not reasonably be expected to have a Material Adverse Effect. There is no proposed assessment of Taxes against the Borrowers or any Restricted Subsidiary that would, if made, have a Material Adverse Effect.

5.10 Labor Matters. No Loan Party nor any Restricted Subsidiary is engaged in any unfair labor practice that would reasonably be expected to have a Material Adverse Effect. There is (a) no unfair labor practice complaint pending against any Loan Party or any Restricted Subsidiary, or to the knowledge of the Borrowers, threatened in writing against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining

agreement that is so pending against any Loan Party or any Restricted Subsidiary or, to the knowledge of the Borrowers, threatened in writing against any of them, (b) no strike or work stoppage in existence or, to the knowledge of the Borrowers, threatened involving any Loan Party or any of the Restricted Subsidiaries and (c) to the knowledge of the Borrowers, no union representation question existing with respect to the employees of any Loan Party or any of the Restricted Subsidiaries and, to the knowledge of the Borrowers, no union organization activity that is taking place, except (with respect to any matter specified in clause (a), (b) or (c) above, either individually or in the aggregate) such as is not reasonably likely to have a Material Adverse Effect.

5.11 ERISA Compliance.

(a) Except as would not be reasonably expected to have a Material Adverse Effect: (i) each Plan is in compliance in all material respects with its terms and with the applicable provisions of ERISA, the Code and other federal or state Laws; (ii) each Plan that is intended to qualify under Section 401(a) of the Code is the subject of a favorable IRS opinion letter, has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrowers, nothing has occurred subsequent to the issuance of such opinion or determination letter which would be reasonably expected to prevent, or cause the loss of, such qualification; and (iii) each Loan Party and each ERISA Affiliate have made all required contributions to each Pension Plan and Multiemployer Plan.

(b) (i) There are no pending or, to the knowledge of the Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan; and (ii) there has been no “prohibited transaction” (as such term is defined in Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption) or violation of the fiduciary responsibility rules with respect to any Plan, in case of either sub-clause (i) or (ii), that has resulted or would reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has failed to satisfy the minimum funding requirements described in Section 302 or 303 of ERISA or Section 412 or 430 of the Code, and no application for a waiver of the minimum funding standard has been filed with respect to any Pension Plan; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); and (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan, where, in the case of any of the events set forth in clauses (i) through (iv) above, the occurrence of such events would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

5.12 Subsidiaries; Equity Interests; Loan Parties. Part (a) of Schedule 5.12 sets forth as of the date hereof a list of all Subsidiaries of Holdings and the percentage ownership interest of Holdings, the Borrowers or the applicable Subsidiary therein. As of the Closing Date immediately after giving effect to the Transactions, the shares of capital stock or other Equity Interests so indicated on part (a) of Schedule 5.12 are fully paid and non-assessable and are owned by Holdings, the Borrowers or the applicable Subsidiary, directly or indirectly, free and clear of all Liens (other than Liens created under the Loan Documents). As of the Closing Date, no Loan Party has any Equity Interests or other equity investments in any other corporation or entity other than those specifically disclosed in parts (a) and (b) of Schedule 5.12 or as otherwise permitted by Section 7.03. Set forth on part (c) of Schedule 5.12, as of the date hereof, is a complete and accurate list of all Loan Parties, showing (as to each Loan Party) the

jurisdiction of its incorporation, the address of its principal place of business and its U.S. taxpayer identification number.

5.13 Margin Regulations; Investment Company Act.

(a) The Borrowers are not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock and no proceeds of any Borrowings or drawings under any Letter of Credit will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(b) No Loan Party, or any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940, as amended from time to time. Neither the making of any Loan, nor the issuance of any Letters of Credit, nor the application of the proceeds or repayment thereof by the Borrowers, nor the consummation of the other transactions contemplated by the Loan Documents, will violate any provision of the Investment Company Act of 1940, as amended from time to time, or any rule, regulation or order of the SEC thereunder.

5.14 Disclosure. As of the Closing Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time; it being understood and agreed that (i) any financial or business projections furnished by the Borrowers is subject to significant uncertainties and contingencies, which may be beyond the control of the Borrowers, (ii) no assurance is given by the Borrowers that the results or forecast in any such projections will be realized and (iii) the actual results may differ from the forecast results set forth in such projections and such differences may be material; and provided further that no representation is made in this Section 5.14 with respect any materials that may be delivered by the Borrowers or the Restricted Subsidiaries (other than materials required to be delivered pursuant to the Loan Documents) that such Borrower or such Restricted Subsidiary specifies in writing at the time of delivery is not intended to be subject to this Section 5.14 or historical financial statements of Acquired Entities.

5.15 Intellectual Property; Licenses, Etc. The Borrowers and the Restricted Subsidiaries exclusively own (free and clear of any Liens (excepting only Permitted Encumbrances and Liens permitted under the Loans Documents)), or possess license or other rights to use, all Intellectual Property used or held for use in or necessary for the operation of their respective businesses as currently conducted, except for any such failure to own or possess a license that, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Borrowers, the operation of the businesses as currently conducted by the Borrowers and the Restricted Subsidiaries does not infringe, misappropriate or otherwise violate any Intellectual Property owned by any other Person, except for any of the foregoing that, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No claim is pending or, to the knowledge of the Borrowers, threatened in writing by any Person alleging that the conduct of the business of the Borrowers or any Restricted Subsidiary infringes, dilutes, misappropriates or violates any Intellectual

Property owned by any other Person as of the Closing Date, except for such claims that, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

5.16 Solvency. As of the Closing Date, immediately after giving effect to the Transactions, Holdings and the Restricted Subsidiaries, on a consolidated basis, are Solvent.

5.17 Anti-Terrorism Laws; USA Patriot Act.

(a) The Borrowers will not directly, or knowingly indirectly, use the proceeds of the Loans or Letters of Credit in violation of the USA Patriot Act or Sanctions.

(b) No Covered Person nor (to the knowledge of senior management of the Borrowers) any employees, officers, directors, affiliates, consultants, brokers or agents acting on a Covered Person's behalf in connection with this Agreement is in violation of any applicable Anti-Terrorism Law, including, without limitation, Anti-Money Laundering Laws, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*", as amended), the USA Patriot Act, the laws and regulations administered by OFAC, the Trading with the Enemy Act (12 U.S.C. §95, as amended), the Proceeds of Crime Act, the International Emergency Economic Powers Act (50 U.S.C. §§1701-1707, as amended); and

(c) No Covered Person, nor any employees, officers, directors, affiliates, consultants, brokers or agents acting on a Covered Person's behalf in connection with this Agreement, is any of the following:

(i) a Prohibited Person or directly, or to the knowledge of senior management of the Borrowers, indirectly through any third party, is engaged in any transactions or other dealings with or for the benefit of any Prohibited Person or Sanctioned Country, or any transactions or other dealings that otherwise are prohibited by any Anti-Terrorism Laws; or

(ii) a person who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

(d) No Collateral is embargoed Property.

5.18 FCPA; Anti-Corruption Laws.

(a) Each Borrower (i) will not directly, or knowingly indirectly, use the proceeds of the Loans and Letters of Credit in violation of Anti-Corruption Laws and (ii) is in compliance with Anti-Corruption Laws in all material respects.

(b) Neither any Loan Party nor any Restricted Subsidiary, nor any of their directors, officers, or employees (nor, to the knowledge of the Borrowers, any agent or other person acting on behalf of any Loan Party or any Restricted Subsidiary) has, within the five years prior to the Closing Date, paid, offered, promised to pay, or authorized the payment of, and no part of the proceeds of the Loans, Letters of Credit or any other extension of credit hereunder will be directly, or knowingly indirectly, used to pay, offer to pay, promise to pay any money or anything of value (i) corruptly, to any Public Official for the purpose of influencing any act or decision of such Public Official or of such Public Official's Governmental Authority or to secure any improper advantage, for the purpose of obtaining or retaining business for or with, or directing business to, any Person, (ii) in violation of any applicable Anti-Corruption Laws, or (iii) for the purpose of financing any unlawful activities or business of or with any Prohibited Person or in any Sanctioned Country unless specifically licensed by OFAC.

5.19 Validity, Priority and Perfection of Security Interests in the Collateral. The Collateral Documents create in favor of the Collateral Agent for the benefit of the Secured Parties a valid security interest in the Collateral, securing the payment of the Obligations under the Loan Documents, and when (i) financing statements and other filings in appropriate form describing the Collateral with respect to which a security interest may be perfected by filing or recordation are filed or recorded with the appropriate Governmental Authority and (ii) upon the taking of possession or control by the Collateral Agent of the Collateral with respect to which a security interest may be perfected by possession or control, the Liens created by the Security Agreement shall constitute fully perfected Liens on, and security interests in, all right, title and interest of the grantors in the Collateral to the extent such security interests can be perfected by such filing, recordation, possession or control with the priority required by the Loan Documents. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents.

5.20 [Reserved].

5.21 Use of Proceeds. The Borrowers will use the proceeds of the Loans and will request the issuance of Letters of Credit only for the purposes set forth in Section 6.11 and otherwise in a manner not prohibited by this Agreement.

ARTICLE VI AFFIRMATIVE COVENANTS

From and after the Closing Date until the Termination Date, the Borrowers shall, and (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03, 6.11, 6.15 and 6.16) Holdings shall, and the Borrowers shall cause each Restricted Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent, which shall distribute to each Lender, in form and detail reasonably satisfactory to the Administrative Agent:

(a) commencing with the fiscal year ended December 31, 2023, within one hundred twenty (120) days after the end of each fiscal year of Holdings (or such later date up to thirty (30) days thereafter as the Administrative Agent may agree in its sole discretion), a (i) consolidated balance sheet of Holdings, the Borrowers and the Restricted Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations; and (ii) the related consolidated statements of cash flows for such fiscal year, and beginning with the fiscal year ending December 31, 2024, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of any “Big Four” or other nationally recognized independent public accounting firm, Wipfli LLP or another independent public accounting firm reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards, which opinion shall be without a “going concern” or like qualification, exception or explanatory paragraph and without any qualification, exception or explanatory paragraph as to the scope of such audit (other than any such exception, qualification or explanatory paragraph with respect to or resulting from (x) the upcoming maturity date of any Indebtedness or (y) any prospective default under the Financial Covenant or a financial covenant in any other Indebtedness) (such report and opinion, a “**Conforming Accounting Report**”).

(b) commencing with the fiscal quarter ending March 31, 2024, within forty-five (45) days (or in the case of each fiscal quarter that is the last fiscal quarter of each fiscal year, sixty (60) days) after the end of each fiscal quarter of each fiscal year of Holdings (or such later date up to thirty (30) days thereafter as the Administrative Agent may agree in its sole discretion), an

unaudited consolidated balance sheet of Holdings, the Borrowers and the Restricted Subsidiaries as at the end of such fiscal quarter, and the related unaudited consolidated statements of income or operations and cash flows for such fiscal quarter and for the portion of Holdings' fiscal year then ended and, beginning with the fiscal quarter ending March 31, 2024, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by the chief executive officer, chief financial officer or a senior vice president of Holdings as fairly presenting in all material respects the financial condition, results of operations and cash flows of Holdings, the Borrowers and the Restricted Subsidiaries in accordance with GAAP, subject only to year-end adjustments and the absence of footnote disclosures; and

(c) within ninety (90) days of the beginning of each fiscal year (or such later date up to thirty (30) days thereafter as the Administrative Agent may agree in its sole discretion) (commencing with the fiscal year beginning January 1, 2025), forecasts prepared by management of Holdings, in form reasonably satisfactory to the Administrative Agent, of consolidated balance sheets, income statements and cash flow statements of Holdings, the Borrowers and the Restricted Subsidiaries on a quarterly basis for the fiscal year following such fiscal year; it being understood and agreed that (A) any financial or business projections furnished by the Borrower Representative are subject to significant uncertainties and contingencies, which may be beyond the control of the Borrowers, (B) no assurance is given by Holdings, the Borrowers or any Restricted Subsidiary that the results or forecast in any such projections will be realized and (C) the actual results may differ from the forecast results set forth in such projections and such differences may be material; provided that the requirements of this Section 6.01(c) shall not apply at any time following a Qualifying IPO.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of Holdings, the Borrowers and the Restricted Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Borrowers or (B) the Borrowers' or such parent's Form 10-K or 10-Q, as applicable, filed with the SEC, in each case, within the time periods specified in such paragraphs; provided that (i) to the extent such information relates to a direct or indirect parent of the Borrowers, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to Holdings, the Borrowers and the Restricted Subsidiaries on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of the Borrower Representative as having been fairly presented in all material respects and (ii) to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by a Conforming Accounting Report.

Notwithstanding the foregoing, (i) the financial statements required to be delivered under paragraphs (a) and (b) of this Section 6.01 with respect to any Acquired Entity shall not include any periods that occurred prior to the date upon which the acquisition of such Acquired Entity was consummated and (ii) the comparative financials required to be delivered under paragraphs (a) and (b) of this Section 6.01 shall not include information with respect to any Acquired Entity until the first (1st) full fiscal quarter following the date upon which the acquisition of such Acquired entity was consummated.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, which shall distribute to each Lender, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in: (i) Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer or a senior vice president of the Borrower Representative, which will

include (x) (A) a calculation of Consolidated Adjusted EBITDA, (B) the Consolidated First Lien Net Leverage Ratio, (C) commencing with the fiscal year ending December 31, 2025, Excess Cash Flow (solely with respect to financial statements delivered pursuant to Section 6.01(a)), and (D) solely to the extent the Cumulative Amount has been utilized for any transaction during such period, the Cumulative Amount and (y) in the event of any change in the accounting principles used in the preparation of such financial statements, a statement of reconciliation conforming such financial statements to GAAP, as applicable, (ii) Section 6.01(a), a copy of management's customary discussion and analysis of the financial condition and results of operations of Holdings, the Borrowers and the Restricted Subsidiaries for such fiscal year then-ended, as applicable, as compared to the previous fiscal year ended, and (iii) Sections 6.01(a) and (b), the related consolidating financial information reflecting adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements;

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(a), if required, an updated Beneficial Ownership Certification to reflect any changes to the capitalization of the Borrowers that would require an updated certificate pursuant to the Beneficial Ownership Regulations and when the individual(s) identified as a beneficial owners therein have changed; and

(c) promptly following any written request therefor, (i) such additional information regarding the business, financial, legal or corporate affairs (including any information required under the USA Patriot Act) of any Loan Party or any of its Subsidiaries, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request or (ii) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the USA Patriot Act, other applicable Anti-Money Laundering Laws and Beneficial Ownership Regulations.

Documents required to be delivered pursuant to Section 6.01 or Section 6.02 may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower Representative delivers such documents by electronic mail to the Administrative Agent or (ii) on which such documents are posted on the Borrower Representative's behalf on an Internet or intranet website, if any, to which each Lender and each Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower Representative with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Notwithstanding anything to the contrary in Sections 6.02(c) or 6.10, neither the Borrowers nor any of their Subsidiaries shall be required to deliver, disclose, permit the inspection, examination or making of copies of or excerpts from, or any discussion of, any document, information, or other matter pursuant to such Sections (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or the Collateral Agent (or any Lender (or their respective representatives or contractors)) is prohibited by applicable law, fiduciary duty or binding agreement (to the extent such binding agreement was not created in contemplation of such Loan Party's or Subsidiary's obligations under this Section 6.02), (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) with respect to which any Loan Party or any of its Subsidiaries owes confidentiality obligations (to the extent not created in contemplation of such Loan Party's or Subsidiary's obligations under this Section 6.02) to any third party.

6.03 Notices. Promptly notify the Administrative Agent, which shall distribute to each Lender:

(a) after a Responsible Officer of any Borrower obtains knowledge thereof, the occurrence of any Default or Event of Default; and

(b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect;

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower Representative setting forth details of the occurrence referred to therein and stating what action the Borrowers have taken and propose to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Taxes. Pay and discharge as the same shall become due and payable or within sixty (60) days thereafter, all its liabilities for Taxes, assessments and governmental charges or levies upon it or its properties or assets and all claims for Taxes which, if unpaid, would by law become a Lien upon any portion of its property or assets other than any Liens permitted under Section 7.01(c); provided, however, that none of the Borrowers or any Restricted Subsidiary shall be required to pay or discharge any such obligation that is being contested in good faith and (where appropriate) by proper proceedings and as to which appropriate reserves are being maintained or to the extent the failure to pay or discharge the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing (to the extent such concept exists in the relevant jurisdiction) under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or Section 7.05; (b) take all commercially reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered copyrights, issued patents, registered trademarks, registered trade names and registered service marks, the non-preservation or renewal of which would reasonably be expected to have a Material Adverse Effect; provided that nothing in this Section 6.05 shall require the preservation, renewal or maintenance of, or prevent the abandonment by, any Loan Party or any Restricted Subsidiary of any registered copyrights, issued patents, registered trademarks, registered trade names or registered service marks that such Borrower Representative reasonably determines is not useful to its business or no longer commercially desirable.

6.06 Maintenance of Properties. Maintain, preserve, protect and repair all of its material properties and equipment necessary in the operation of its business in working condition and will from time to time make or cause to be made all appropriate repairs, renewals and replacements thereof except where failure to do so would not reasonably be expected to result in a Material Adverse Effect.

6.07 Maintenance of Insurance. Maintain with insurance companies that the Borrowers believe (in the good faith judgment of the management of the Borrowers) are financially sound reputable insurance companies not Affiliates of the Borrowers, insurance with respect to its properties and business against loss or damage of the kinds customarily (in the determination of the Borrowers) insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily (in the determination of the Borrowers) carried under similar circumstances by such other Persons and providing for not less than thirty (30) days' prior notice to the Administrative Agent of any material modification, termination, lapse or cancellation of such insurance (or ten (10) days' prior notice in the case

of cancellation for non-payment). Each such policy of property insurance shall name the Collateral Agent as the loss payee and/or mortgagee, as applicable, for the ratable benefit of the Secured Parties. Each such policy of liability insurance shall name the Collateral Agent as an additional insured thereunder for the ratable benefit of the Secured Parties. In addition to the foregoing, if in each case any portion of any Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto) or any local equivalent or other hazard designated by a Governmental Authority in the jurisdiction in which such Mortgaged Property is located, then the Borrowers shall maintain, or cause to be maintained, with responsible and reputable insurance companies or associations, such flood or other insurance if then available in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to the National Flood Insurance Act of 1968 (or any amendment or successor act thereto) or Governmental Authority.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws applicable to it or its business or property and all orders, writs, injunctions and decrees binding on it or its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, that are full, true and correct entries in all material respects in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied and which reflect financial transactions and matters involving the assets and business of the Borrowers or such Restricted Subsidiary, as the case may be (it being understood and agreed that Foreign Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization); and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrowers or such Restricted Subsidiary, as the case may be, provided that the Borrowers may estimate GAAP results, as applicable, if the financial statements with respect to a Permitted Acquisition are not maintained in accordance with the relevant accounting method, and Borrowers may make such further adjustments as reasonably necessary in connection with consolidation of such financial statements with those of the Loan Parties.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (which may accompany such representative or independent contractors) to visit and inspect any of its properties, to examine its corporate, financial and operating records, books and records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (at which an authorized representative of the Borrowers shall be entitled to be present), all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours upon reasonable advance notice to the Borrower Representative, and so long as no Event of Default has occurred and is continuing, no more frequently than once per fiscal year; provided, however, that when an Event of Default exists any Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours upon reasonable advance notice to the Borrower Representative.

6.11 Use of Proceeds.

(a) The proceeds of the initial Term Loans funded on the Closing Date shall be used to fund the Transactions (including to effect the Refinancing and to pay Transaction Expenses) and otherwise for general corporate purposes.

(b) (i) On the Closing Date, the proceeds of the Revolving Credit Loans shall be used by the Borrowers only (x) to replace, backstop or cash collateralize existing letters of credit or surety bonds in connection with the Transactions and (y) for working capital needs; and (ii) after the Closing Date, the Letters of Credit and proceeds of Revolving Credit Loans (including any Incremental Revolving Credit Loans) shall be used by the Borrowers from time to time for ongoing working capital, capital expenditures and for other general corporate purposes of the Borrowers and their Restricted Subsidiaries (including, without limitation, Permitted Acquisitions, other permitted Investments and Capital Expenditures) not in contravention of any Law or of any Loan Document.

(c) The proceeds of Incremental Term Loans shall be used by the Borrowers (i) for working capital and other general corporate purposes (including, without limitation, Permitted Acquisitions, payment of earn-out obligations or seller paper, funding of any Indemnity Holdbacks, other permitted Investments and Capital Expenditures and all fees and expenses incurred in connection therewith) and (ii) to repay any Revolving Credit Loans made hereunder in reliance on Section 6.11(b), in each case, not in contravention of any Law or of any Loan Document.

6.12 Covenant to Guarantee Obligations and Give Security. Upon (a) the formation or acquisition by any Loan Party or any Restricted Subsidiary of any new direct or indirect Subsidiary (including, without limitation, upon the formation of any Subsidiary that is a Delaware Divided LLC) or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary, unless such Subsidiary (i) is an Unrestricted Subsidiary, (ii) is an Excluded Subsidiary, (iii) is a merger subsidiary formed in connection with a Permitted Acquisition so long as such merger subsidiary is merged out of existence pursuant to such Permitted Acquisition within thirty (30) days after the formation thereof (or such later date as permitted by the Administrative Agent in its sole discretion) or (iv) together with any other Subsidiary acquired in reliance on such date on the Non-Guarantor Cap and is not a Subsidiary Guarantor, was acquired for Total Cash Consideration in an aggregate amount not exceeding the Non-Guarantor Cap, or (b) the acquisition of any property by any Loan Party that is not already subject to a perfected first priority security interest (subject to Permitted Liens) in favor of the Collateral Agent for the benefit of the Secured Parties, the Borrowers shall, in each case at the Borrowers' expense, promptly:

(i) within ninety (90) days, or such longer period as determined in writing by the Administrative Agent in its sole discretion from time to time, after such formation, acquisition or designation, cause each such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a guaranty or guaranty supplement, in form and substance reasonably satisfactory to the Administrative Agent, guaranteeing the Obligations under the Loan Documents;

(ii) within ninety (90) days, or such longer period as determined in writing by the Administrative Agent in its sole discretion from time to time, after such formation, acquisition or designation, furnish to the Administrative Agent a description of the material owned real and personal properties of such Restricted Subsidiary in detail reasonably satisfactory to the Administrative Agent;

(iii) within ninety (90) days, or such longer period as determined in writing by the Administrative Agent in its sole discretion from time to time, after such formation, acquisition or designation, duly execute and deliver, and cause each such Restricted Subsidiary that is or is required to become a Subsidiary Guarantor and each direct and indirect parent of such Restricted Subsidiary (if it has not already done so) to duly execute and deliver, to the Administrative Agent mortgages, pledges, assignments, Security

Agreement Supplements, IP Security Agreement Supplements and other instruments of the type specified in Sections 4.01(a)(iii) and (iv), in form and substance consistent with the Collateral Documents delivered or ratified, if applicable, on the Closing Date and reasonably satisfactory to the Collateral Agent (including delivery of all Pledged Interests in and of such Restricted Subsidiary), in each case granting Liens on the assets of such Subsidiary Guarantor (other than Excluded Property) and providing a pledge of the Equity Interests in such Subsidiary Guarantor by the applicable parent Loan Party, in each case to the extent required by the Security Agreement and on the terms set forth therein; provided that the Borrowers may, at their option and with the consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed), cause a Restricted Subsidiary to become a Subsidiary Guarantor that is not otherwise required to become a Subsidiary Guarantor in accordance with this Section 6.12;

(iv) within ninety (90) days, or such longer period as determined in writing by the Administrative Agent in its sole discretion from time to time, after such formation, acquisition or designation, take, and cause such Restricted Subsidiary (other than any Excluded Subsidiary) or such parent to take, whatever action (including, without limitation, the recording of mortgages (if required) and the filing of Uniform Commercial Code financing statements) may be necessary or advisable in the reasonable opinion of the Administrative Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and subsisting Liens under applicable law on the properties purported to be subject to the mortgages, pledges, assignments, Security Agreement Supplements, IP Security Agreement Supplements and security agreements delivered pursuant to this Section 6.12, including, if such property consists of owned real property located within the United States with a fair market value in excess of \$5,000,000 as of the Closing Date or when acquired if acquired after the Closing Date (other than Excluded Property), the following:

(A) Mortgages, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, together with assignments of leases and rents, duly executed by the appropriate Loan Party,

(B) evidence that counterparts of the Mortgages have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may reasonably deem necessary or desirable in order to create a valid first and subsisting Lien on the property (subject to Permitted Encumbrances and Liens permitted under the Loan Documents, including but not limited to those Liens described in Section 7.01, or those consented to by the Administrative Agent in writing) described therein in favor of the Administrative Agent for the benefit of the Secured Parties and that all filing and recording Taxes and fees have been paid,

(C) fully paid Mortgage Policies in respect to the owned real property subject to the Mortgages in form and substance, with customary endorsements including zoning endorsements (to the extent available at customary rates) and in amounts reasonably acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid first and subsisting Liens on the property described therein, free and clear of all other Liens, excepting only Permitted Encumbrances and Liens permitted under the Loan Documents, including but not limited to those Liens described in Section 7.01, or those consented to by the Administrative Agent in

writing, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents) as the Administrative Agent may reasonably deem necessary or desirable and with respect to any property located in a state in which a zoning endorsement is not available, a zoning compliance letter from the applicable municipality or a zoning report from Planning and Zoning Resources Corporation, in each case to the extent available and reasonably satisfactory to the Administrative Agent,

(D) American Land Title Association/American Congress on Surveying and Mapping form surveys (or other surveys reasonably acceptable to the Administrative Agent or such documentation as is sufficient to omit the standard survey exception to coverage under the policy of title insurance), for which all necessary fees (where applicable) have been paid, prepared by a land surveyor duly registered and licensed in the state in which the property described in such surveys is located and reasonably acceptable to the Administrative Agent, showing all buildings and other improvements, the location of any easements noted in the Mortgage Policies, parking spaces, rights of way, building set-back lines and other dimensional regulations (each to the extent plottable) and the absence of material encroachments, either by such improvements to or on such property, and other defects, each which cannot otherwise be insured over in the Mortgage Policies, other than encroachments and other defects reasonably acceptable to the Administrative Agent,

(E) evidence of the insurance required by the terms of this Agreement with respect to the properties covered by the Mortgage,

(F) (i) evidence as to whether each Mortgaged Property is in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards (a "**Flood Hazard Property**") pursuant to a standard flood hazard determination form ordered and received by the Administrative Agent, and (ii) if such Mortgaged Property is a Flood Hazard Property, (A) evidence as to whether the community in which such is located is participating in the National Flood Insurance Program, (B) a Borrower's or Restricted Subsidiary's written acknowledgment of receipt of written notification from the Administrative Agent as to the fact that such Mortgaged Property is a Flood Hazard Property and as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (C) copies of a Borrower's or Restricted Subsidiary's application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued, or such other evidence of flood insurance reasonably satisfactory to the Administrative Agent and naming the Collateral Agent as sole loss payee on behalf of the Secured Parties,

(G) favorable opinions of local counsel to the Loan Parties in states in which the Mortgaged Property is located, in form and substance reasonably satisfactory to the Administrative Agent with respect to the enforceability and perfection of the Mortgages and any related fixture filings (including that the relevant mortgagor is validly existing and in good standing, corporate power, due authorization, execution and delivery, no conflicts and no consents), and

(H) such other actions reasonably requested by the Administrative

Agent that are necessary in order for the Administrative Agent to comply with its internal mortgage and flood requirements or procedures and in order to create valid first and subsisting Liens on the property described in the Mortgage has been taken; provided that for the avoidance of doubt, no Mortgage with respect of any real property shall be entered into until the Administrative Agent has complied with its internal mortgage and flood requirements or procedures.

(v) within ninety (90) days, or such longer period as determined in writing by the Administrative Agent from time to time, after such formation, acquisition or designation, deliver to the Administrative Agent, upon the reasonable request of the Administrative Agent, a signed copy of a favorable opinion, addressed to the Administrative Agent, the Collateral Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (iii) and (iv) above, as to such guaranties, guaranty supplements, mortgages, pledges, assignments, Security Agreement Supplements, IP Security Agreement Supplements and security agreements being legal, valid and binding obligations of each Loan Party party thereto enforceable in accordance with their terms, as to the matters contained in clause (iv) above, as to such recordings, filings, notices, endorsements and other actions being sufficient to create valid perfected Liens on such properties, and as to such other matters as the Administrative Agent may reasonably request;

(vi) as promptly as practicable after such formation, acquisition or designation, deliver, upon the reasonable request of the Administrative Agent, to the Administrative Agent with respect to each parcel of real property (other than Excluded Property) owned by the entity that is the subject of such request (not to include any Excluded Subsidiary), title reports, surveys and any existing Phase I environmental assessment reports, and such other reports as the Administrative Agent may reasonably request; and

(vii) at any time and from time to time, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may reasonably deem necessary or desirable in perfecting and preserving, the Liens of such mortgages, pledges, assignments, Security Agreement Supplements, IP Security Agreement Supplements and security agreements, in each case subject to the terms of and to the extent required by the Collateral Documents.

6.13 Compliance with Environmental Laws. Except in each of the following cases as would not have, or be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect (i) comply, and exercise commercially reasonable efforts to cause all lessees and other Persons operating or occupying its properties to comply, with all applicable Environmental Laws and Environmental Permits, (ii) obtain and renew all Environmental Permits necessary for its operations and properties and (iii) to the extent required under Environmental Laws, conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to comply with all Environmental Laws; provided, however, that neither the Borrowers nor any Restricted Subsidiary shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate financial reserves are being maintained.

6.14 Further Assurances. Subject to the limitations set forth herein and in the other Loan Documents, promptly upon the reasonable request by any Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error in the execution, acknowledgment, filing or recordation of any Loan Document, and (b) execute, acknowledge, deliver, record, re-record, file, re-file,

register and re-register any and all such further deeds, certificates, assurances and other instruments (including terminating any unauthorized financing statements) as any Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's or any Restricted Subsidiary's properties, assets, rights or interests now or hereafter intended to be covered by any of the Collateral Documents to the Liens of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights and Liens granted or now or hereafter intended or purported to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any Restricted Subsidiary is or is to be a party, and cause each Restricted Subsidiary to do so. Notwithstanding anything to the contrary in any Loan Documents, none of the Borrowers or any other Loan Party shall be required to make any filings or take any other actions to perfect, evidence or create the Lien on or security interest in any Intellectual Property except for filings in the United States Patent and Trademark Office and the United States Copyright Office.

6.15 [Reserved].

6.16 Conditions Subsequent to the Closing Date. Furnish to the Administrative Agent such items or take such actions as are set forth on Schedule 6.16 that were not delivered or taken on or prior to the Closing Date within the applicable time periods set forth on such Schedule 6.16 (which time periods may be extended at the sole discretion of the Administrative Agent).

6.17 Unrestricted Subsidiaries.

(a) The Borrower Representative may designate any Subsidiary as an Unrestricted Subsidiary so long as (i) immediately before and immediately after such designation, no Specified Default shall have occurred and be continuing or would result therefrom; (ii) such Subsidiary is also designated as an Unrestricted Subsidiary for the purposes of any Credit Agreement Refinancing Indebtedness, any Permitted Incremental Equivalent Debt or any Permitted Refinancing Indebtedness in respect of any thereof; (iii) such Subsidiary does not own any property that is material to the business of the Borrowers and their Restricted Subsidiaries (taken as a whole) at the time of such designation ("**Material Assets**"); and (iv) no Intellectual Property or license to Intellectual Property, the loss of which would reasonably be expected to result in a Material Adverse Effect to the business of the Loan Parties, taken as a whole (collectively, "**Material IP**"), shall be permitted to be transferred to, owned by, or licensed by, any Unrestricted Subsidiary, whether by designation hereunder or any other transfer or disposition. The designation of any Subsidiary as an Unrestricted Subsidiary after the Closing Date shall constitute an Investment by the Borrowers therein at the date of designation in an amount equal to the fair market value of such Borrower's Investment therein and the making of such Investment must be permitted under Section 7.03(y) at such time.

(b) The Borrower Representative may re-designate any Unrestricted Subsidiary as a Restricted Subsidiary so long as (i) immediately before and immediately after such re-designation, no Specified Default shall have occurred and be continuing or would result therefrom; and (ii) such Unrestricted Subsidiary is also re-designated as a Restricted Subsidiary for the purposes of any Credit Agreement Refinancing Indebtedness, any Permitted Incremental Equivalent Debt or any Permitted Refinancing Indebtedness in respect of any thereof. The re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of re-designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and a return on Investment at the date of designation in an amount equal to the fair market value of the Unrestricted Subsidiary so designated and

the incurrence of such Investment, Indebtedness and Liens must be permitted under Sections 7.01, 7.02 and 7.03 at such time.

(c) No (i) Subsidiary may be designated as an “Unrestricted Subsidiary” under and as defined in any Credit Agreement Refinancing Indebtedness, any Permitted Incremental Equivalent Debt or any Permitted Refinancing Indebtedness without designating such Subsidiary as an Unrestricted Subsidiary hereunder, and (ii) “Unrestricted Subsidiary” may be designated as a “Restricted Subsidiary” under and as defined in any definitive debt documentation for the applicable Credit Agreement Refinancing Indebtedness, Permitted Incremental Equivalent Debt or Permitted Refinancing Indebtedness without re-designating such Person as a Restricted Subsidiary hereunder.

(d) Notwithstanding anything to the contrary contained here, in no event shall (i) the Borrowers or (ii) any Restricted Subsidiary that holds any Equity Interests in, any Liens on, any Indebtedness of, any Investments in or any Collateral of any Restricted Subsidiary (unless such Restricted Subsidiary is included in the designation pursuant to Section 6.17(a)), in each case, be designated as an Unrestricted Subsidiary.

(e) Notwithstanding anything to the contrary in this Agreement, the only basket available for transfers (including, without limitation, Investments in, sales or other Dispositions and Restricted Payments (including dividends)) to “Unrestricted Subsidiaries” and for purposes of the designations of “Unrestricted Subsidiaries” shall be under Section 7.03(y) and there shall be no increase to such basket, with proceeds received on account of any transfer or returns from Unrestricted Subsidiaries or otherwise, nor any reclassification of amounts permitted in reliance on such basket.

6.18 USA Patriot Act; Anti-Terrorism Laws.

(a) Not directly, or knowingly indirectly, use the proceeds of the Loans or Letters of Credit in violation of the USA Patriot Act or Sanctions.

(b) Comply with Anti-Terrorism Laws, Anti-Money Laundering Laws, the USA Patriot Act, Sanctions, the Trading with the Enemy Act (12 U.S.C. §95, as amended), the Proceeds of Crime Act and the International Emergency Economic Powers Act (50 U.S.C. §§1701-1707, as amended); and

(c) Not, to the knowledge of the Loan Parties, allow any Loan Party nor any Restricted Subsidiary and, to the knowledge of senior management of each Loan Party, none of the respective officers, directors, brokers, agents or Affiliates of any such Loan Party or such Restricted Subsidiary that is acting or benefitting in any capacity in connection with Loans or other extensions of credit hereunder, to engage in any dealings or transaction with:

(i) a Prohibited Person in violation of any Sanctions; or

(ii) a person who commits, threatens or conspires to commit or supports “terrorism” as designated by the Executive Order.

(d) As soon as practicable notify the Administrative Agent in writing upon the occurrence of a Reportable Compliance Event.

6.19 Foreign Corrupt Practices Act; Sanctions.

(a) (i) Not directly, or knowingly indirectly, use the proceeds of the Loans or Letters of Credit in violation of Anti-Corruption Laws and (ii) comply with Anti-Corruption Laws.

(b) Not pay, offer, promise to pay, or authorize the payment (nor permit any director, agent, employee or other person acting on behalf of any Loan Party or any Restricted Subsidiary to pay, offer, promise to pay, or authorize such payment) of, and not permit the proceeds of the Loans, Letters of Credit or any other extension of credit hereunder to be directly or knowingly indirectly to pay, offer to pay, or promise to pay any money or anything of value (i) corruptly, to any Public Official for the purpose of influencing any act or decision of such Public Official or of such Public Official's Governmental Authority or to secure any improper advantage, for the purpose of obtaining or retaining business for or with, or directing business to, any person, (ii) in violation of any applicable Anti-Corruption Laws, or (iii) for the purpose of financing any activities or business of or with any Prohibited Person or in any Sanctioned Country to the extent that such activity would violate Sanctions.

6.20 Fiscal Year. Not make any change in fiscal year (provided, however, for the avoidance of doubt, such changes may be made with respect to the financial records of an Acquired Entity pursuant to a Permitted Acquisition) other than with the written consent of the Administrative Agent. The Borrowers and the Administrative Agent are hereby authorized by the Lenders to make any technical amendments or modifications to this Agreement contained herein that are reasonably necessary in order to reflect such change in fiscal year.

6.21 Plan Compliance. Except as would not reasonably be expected to have a Material Adverse Effect, do each of the following: (i) maintain each Plan in compliance with its terms and with the applicable provisions of ERISA, the Code and other Laws; (ii) cause each Plan that is qualified under Section 401(a) of the Code to maintain such qualification; and (iii) make all required contributions to any Plan subject to Section 412 or Section 430 of the Code.

ARTICLE VII NEGATIVE COVENANTS

From and after the Closing Date until the Termination Date, the Borrowers shall not, nor shall they permit any Restricted Subsidiary to, directly or indirectly, and solely in the case of Section 7.13, Holdings shall not:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to (i) any Loan Document or securing any Obligation or (ii) the documentation governing any Credit Agreement Refinancing Indebtedness consisting of Permitted Equal Priority Refinancing Debt or Permitted Junior Priority Refinancing Debt (provided that such Liens do not extend to any assets that are not Collateral); provided that, (A) in the case of Liens securing Permitted Equal Priority Refinancing Debt (other than Permitted Equal Priority Refinancing Debt incurred pursuant to a Refinancing Amendment under this Agreement), the applicable parties to such Permitted Equal Priority Refinancing Debt (or a representative thereof on behalf of such holders) shall have entered into with the Administrative Agent and/or the Collateral Agent a Customary Intercreditor Agreement which agreement shall provide that the Liens securing such Permitted Equal Priority Refinancing Debt shall not rank junior to or senior to the Liens securing the Obligations (but without regard to control of remedies) and (B) in the case of Liens securing Permitted Junior Priority Refinancing Debt, the applicable parties to such Permitted Junior Priority Refinancing Debt (or a representative thereof on behalf of such holders) shall have entered into a Customary Intercreditor Agreement with the Administrative Agent and/or the Collateral Agent which agreement shall provide that the Liens securing such Permitted Junior Priority Refinancing Debt, as applicable, shall rank junior to the Liens securing the Obligations. Without any further consent of the Lenders, the Administrative Agent and the Collateral Agent

shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any intercreditor agreement or any amendment (or amendment and restatement) to the Security Agreement or a Customary Intercreditor Agreement to effect the provisions contemplated by this Section 7.01(a);

(b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any modification, replacement, renewals, refinancing or extensions thereof; provided that (i) the property covered thereby is not changed (other than the addition of any proceeds thereof), (ii) the amount secured thereby is not increased (excluding the amount of any (a) interest and fees capitalized thereon and (b) reasonable premium paid in respect of such extension, renewal or refinancing and the amount of reasonable expenses incurred by the Loan Parties in connection therewith), (iii) none of the Loan Parties or their Restricted Subsidiaries shall become a new direct or contingent obligor and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02;

(c) Liens for Taxes either (i) not overdue for a period of more than forty-five (45) days or (ii) the non-payment of which does not otherwise constitute a violation of Section 6.04;

(d) Liens in respect of property of the Borrowers and the Restricted Subsidiaries imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business, and (i) which do not in the aggregate materially detract from the value of the Collateral, taken as a whole, and property of the Borrowers and the Restricted Subsidiaries, taken as a whole, and do not materially impair the use thereof in the operation of the business of the Borrowers and the Restricted Subsidiaries, taken as a whole, and (ii) which, if they secure obligations that are due and remain unpaid for more than sixty (60) days, are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien;

(e) Liens (other than any Lien imposed by ERISA) (x) imposed by law or deposits made in connection therewith in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security legislation, or letters of credit or guarantees issued respect thereof, (y) incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise Taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations or letters of credit or guarantees issued in respect thereof (in each case, exclusive of obligations for the payment of Indebtedness) or (z) arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers; provided that (i) with respect to clauses (x), (y) and (z) of this clause (e), such Liens are for amounts not yet due and payable or delinquent or, to the extent such amounts are so due and remain unpaid for more than 60 days, such amounts are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings or Orders entered in connection with such proceedings have the effect of preventing the forfeiture or sale of the property subject to any such Lien, and (ii) to the extent such Liens are not imposed by any requirement of Law, such Liens shall in no event encumber any property other than cash and Cash Equivalents;

(f) Liens securing Indebtedness permitted under Section 7.02(m);

(g) easements, rights-of-way, title exceptions, survey exceptions, covenants, reservations, restrictions, conditions, licenses, building codes, minor defects or irregularities in title and other similar encumbrances affecting real property that were not incurred in connection with and do not secure Indebtedness and which do not in any case materially detract from the value of the property subject thereto or materially and adversely affect the use and occupancy of the property encumbered thereby for its intended purposes;

(h) Liens securing Indebtedness permitted under Section 7.02(j); provided that (i) any such Liens attach only to the property (including proceeds thereof) being financed pursuant to such Indebtedness and (ii) do not encumber any other property of the Borrowers and the Restricted Subsidiaries;

(i) as the result of a Permitted Acquisition or other Investments permitted hereunder, Liens on property or assets of a Person (other than any Equity Interests in any Person) existing at the time the assets of such Person are acquired or such Person is merged into or consolidated with any Borrower or any Restricted Subsidiary or becomes a Restricted Subsidiary; provided that any such Lien was not created in contemplation of such acquisition, merger, consolidation or investment and does not extend to any assets other than those acquired in such acquisition or investment and those assets of the Person merged into or consolidated with such Borrower or such Restricted Subsidiary; and provided further that any Indebtedness or other Obligations secured by such Liens shall otherwise be permitted under Section 7.02;

(j) (i) customary banker's liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts (including securities accounts) maintained by the Borrowers or their Restricted Subsidiaries and (ii) Liens deemed to exist in connection with investments in repurchase agreements meeting the requirements of Cash Equivalents;

(k) any interest or title of a licensor, sublicensor, lessor or sublessor with respect to any assets under any license or lease agreement to any Borrower or any Restricted Subsidiary entered into in the ordinary course of business; provided that the same do not materially and adversely affect the business of the Borrowers or the Restricted Subsidiaries or materially detract from the value of the assets of the Borrowers or the Restricted Subsidiaries taken as a whole;

(l) licenses, sublicenses, leases or subleases with respect to any assets granted to third Persons in the ordinary course of business; provided that the same do not (x) materially and adversely affect the business of the Borrowers or the Restricted Subsidiaries, (y) materially detract from the value of the assets of the Borrowers or the Restricted Subsidiaries taken as a whole, or (z) secure any Indebtedness for borrowed money;

(m) Liens which arise under Article 4 of the Uniform Commercial Code in any applicable jurisdictions on items in collection and documents and proceeds related thereto;

(n) precautionary filings of financing statements under the Uniform Commercial Code of any applicable jurisdictions in respect of operating leases or consignments entered into by the Borrowers or the Restricted Subsidiaries in the ordinary course of business;

(o) [reserved];

(p) Liens on assets of Restricted Subsidiaries that are not required to become Loan Parties pursuant to Section 6.12; provided that (i) such Liens do not extend to, or encumber, assets

that constitute Collateral or the Equity Interests of the Borrowers or any Restricted Subsidiary, and (ii) such Liens extending to the assets of any such Restricted Subsidiary secure only Indebtedness incurred by such Restricted Subsidiary pursuant to Section 7.02;

(q) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(r) Liens incurred in connection with the purchase or shipping of goods or assets on the related goods or assets and proceeds thereof in favor of the seller or shipper of such goods or assets or pursuant to customary reservations or retentions of title arising in the ordinary course of business and in any case not securing Indebtedness for borrowed money;

(s) Liens attaching to cash earnest money deposits in connection with any letter of intent or purchase agreement in respect of a Permitted Acquisition or other Investment;

(t) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h) or securing appeal or other surety bonds related to such judgments;

(u) Liens consisting of contractual obligations of any Loan Party to sell or otherwise dispose of assets (provided that such sale or disposition is permitted hereunder);

(v) Liens securing Indebtedness of the Borrowers or any Restricted Subsidiary in an aggregate principal amount not to exceed (A) the greater of (x) \$15,011,850 and (y) 35.0% of TTM Consolidated EBITDA at any time *plus* (B) any accrued but unpaid interest thereon and any capitalized interest thereon; provided, however, that such Liens securing Indebtedness in an aggregate principal amount not to exceed (x) \$10,722,750 and (y) 25.0% of TTM Consolidated EBITDA at any time may be, at the Borrower Representative's option, subject to a Customary Intercreditor Agreement;

(w) zoning restrictions, building and land use laws imposed by any governmental authority having jurisdiction over such real property which are not violated in any material respect by the current use or occupancy of such real property or the operation of the business thereon, and ground leases in respect of real property on which facilities leased by any Loan Party or any Restricted Subsidiary are located;

(x) [reserved];

(y) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by any Loan Party or Restricted Subsidiary in the ordinary course of business;

(z) licenses and sublicenses of Intellectual Property granted by any Loan Party or Restricted Subsidiary (i) in the ordinary course of business, (ii) that do not materially and adversely affect the business of any Loan Party or Restricted Subsidiary, taken as a whole, or (iii) as the result of a Permitted Acquisition or other Investments permitted hereunder;

(aa) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Law;

(bb) Liens on insurance policies and the proceeds thereof granted in the ordinary course of business to secure the financing of insurance premiums for such insurance policies pursuant to

Section 7.02(o);

(cc) [Reserved];

(dd) Liens securing Indebtedness permitted under Section 7.02(t) in each case subject to the terms set forth therein (including as it relates to priority of such Liens and requirement that such Liens are subject to a Customary Intercreditor Agreement);

(ee) Liens on assets and the proceeds therefrom (and only those assets) subject to any Permitted Sale Leaseback under Section 7.02(jj);

(ff) Liens on (i) the Securitization Assets arising in connection with a Qualified Securitization Financing or (ii) the Receivables Assets arising in connection with a Receivables Facility, in each case, securing Indebtedness permitted under Section 7.02(hh);

(gg) Liens securing Indebtedness permitted under Sections 7.02(k)(ii) and (k)(iii) (so long as such Liens are subject to the Customary Intercreditor Agreement referred to in such Sections 7.02(k)(ii) and (k)(iii)) and (dd) (so long as such Liens are subject to a Customary Intercreditor Agreement as referred to in the definition of “Permitted Incremental Equivalent Debt”);

(hh) Liens securing reimbursement obligations permitted by Section 7.02(kk); provided that such Liens attach only to the documents, goods covered thereby and proceeds thereto;

(ii) purchase options, call and similar rights of, and restrictions for the benefit of, a third party with respect to Equity Interests held by the Borrowers or any Restricted Subsidiary in joint ventures;

(jj) Liens securing Indebtedness permitted under Section 7.02(g); and

(kk) Liens securing Indebtedness permitted under Section 7.02(w).

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness incurred under this Agreement and the other Loan Documents (including Indebtedness incurred pursuant to Section 2.14 and Section 2.18 hereof), Secured Hedge Agreements and Bank Product Agreements;

(b) [reserved];

(c) Indebtedness (A) of the Borrowers or any of its Restricted Subsidiaries owed to a Loan Party, to the extent subject to, and outstanding in accordance with, the provisions of the Intercompany Note; provided that (i) such Indebtedness shall constitute Pledged Debt and shall be pledged as security for the Obligations of the holder thereof under the Loan Documents to which such holder is a party and delivered to the Collateral Agent pursuant to the terms of the applicable Collateral Document, and (ii) the aggregate principal amount of all such Indebtedness incurred by Restricted Subsidiaries that are not Loan Parties and owed to the Borrowers or any other Loan Parties shall not exceed at any time the greater of \$12,867,300 and 30.0% of TTM Consolidated EBITDA; (B) of the Borrowers or any other Loan Party owed to any Restricted Subsidiary that is not a Loan Party, to the extent subject to, and outstanding in accordance with, the provisions of the Intercompany Note or otherwise subject to subordination provisions reasonably acceptable to the

Administrative Agent; and (C) of a Restricted Subsidiary that is not a Loan Party owed to other Restricted Subsidiaries that are not Loan Parties; provided that any intercompany loans made by any Borrower or any Restricted Subsidiary to Holdings shall be subject to the conditions and requirements set forth in the last paragraph of Section 7.03 as if such intercompany loan was an Investment under Section 7.03;

(d) Indebtedness incurred by Restricted Subsidiaries that are not Loan Parties and Permitted Refinancing Indebtedness in respect thereof (together with Indebtedness of Restricted Subsidiaries that are not Loan Parties outstanding pursuant to Sections 7.02(k), (q) and (t)) in an aggregate principal amount not exceeding the greater of \$12,867,300 and (y) 30.0% of TTM Consolidated EBITDA at any time outstanding (and, without duplication, guarantees thereof by Restricted Subsidiaries that are not Loan Parties); provided, that with respect to any Restricted Subsidiary that is a Foreign Subsidiary, the outstanding principal amount of such Indebtedness shall not exceed the greater of \$8,578,200 and 20.0% of TTM Consolidated EBITDA;

(e) Guarantees by Restricted Subsidiaries that are not Loan Parties of Indebtedness of other Restricted Subsidiaries that are not Loan Parties permitted to be incurred hereunder;

(f) [reserved];

(g) Indebtedness in respect of Swap Contracts designed to hedge against fluctuations in interest rates or foreign currency exchange rates and not for speculative purposes, incurred in the ordinary course of business and consistent with prudent business practice;

(h) Indebtedness outstanding on the date hereof and listed on Schedule 7.02(h) and Permitted Refinancing Indebtedness in respect of such Indebtedness;

(i) (x) Guarantees of any Loan Party in respect of Indebtedness or other obligations of any other Loan Party and (y) Guarantees of any Loan Party in respect of Indebtedness or other obligations of any other Restricted Subsidiary that is not a Loan Party, in each case, to the extent the Indebtedness being Guaranteed could otherwise be directly incurred by the party making the Guarantee under this Section 7.02;

(j) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(h) and Permitted Refinancing Indebtedness in respect thereof; provided that the aggregate principal amount of all such Indebtedness at any one time outstanding shall not exceed the greater of \$10,722,750 and 25.0% of TTM Consolidated EBITDA (excluding capitalized interest, fees and expenses thereon);

(k) Indebtedness incurred in connection with or assumed in a Permitted Acquisition or any other similar Investment permitted hereunder and Permitted Refinancing Indebtedness in respect thereof; provided that:

(i) if such Indebtedness is assumed, such Indebtedness shall not have been incurred in contemplation of such Permitted Acquisition or similar Investment;

(ii) if such Indebtedness is secured on a *pari passu* basis with the Obligations hereunder, (A) such Indebtedness satisfies the First Lien Ratio Test and (B) to the extent such Indebtedness is secured by Lien on Collateral the beneficiaries thereof (or an agent

on their behalf) shall have entered into a Customary Intercreditor Agreement with the Administrative Agent;

(iii) if such Indebtedness is secured on a junior lien basis to the Obligations hereunder, (A) such Indebtedness satisfies the Junior Lien Ratio Test and (B) to the extent such Indebtedness is secured by Lien on Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into a Customary Intercreditor Agreement with the Administrative Agent;

(iv) if such Indebtedness is unsecured or secured by assets that do not (and are not required to) constitute Collateral, such Indebtedness satisfies the Unsecured Ratio Test;

(v) if such Indebtedness is (A) assumed (rather than being incurred) and (B) subordinated in right of payment to the Obligations, such Indebtedness is subject to subordination terms reasonably acceptable to the Administrative Agent and the Borrower Representative;

(vi) if such Indebtedness is incurred (rather than being assumed), (A) such Indebtedness shall not be subject to any Guarantee by any Person other than a Guarantor and, with respect to the Borrowers, only be guaranteed by entities that are Guarantors of the Borrowers' Obligations (and shall not otherwise have any obligors that are not Loan Parties), (B) the obligations in respect thereof shall not be secured by any Lien on any asset of any Person other than any asset constituting Collateral, (C) if such Indebtedness is secured in the Collateral on a *pari passu* basis with the Obligations, at the time of incurrence, such Indebtedness has a final maturity date equal to or later than the Latest Maturity Date then in effect with respect to, and has a Weighted Average Life to Maturity equal to or longer than, the Weighted Average Life to Maturity of, the Class of outstanding Term Loans with the then Latest Maturity Date or Weighted Average Life to Maturity, as the case may be, (D) if such Indebtedness is secured in the Collateral on a junior basis to the Obligations or unsecured, such Indebtedness shall not mature prior to the date that is 91 days after the Latest Maturity Date of the Term Loans and shall not be subject to any amortization or any mandatory prepayment prior to the date that is 91 days after the Latest Maturity Date of the Term Loans other than customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase upon a change of control, unpermitted debt incurrence event, asset sale event or casualty or condemnation event, and customary prepayments, redemptions or repurchases or offers to prepay, redeem or repurchase based on excess cash flow; provided that, in no event shall any such customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase be greater than the mandatory prepayments required hereunder (unless this Agreement is amended to provide the Loans and Letters of Credit hereunder with such additional prepayments, repurchases and redemptions), and (E) such Indebtedness is on terms and conditions (other than pricing, rate floors, discounts, fees and operational redemption provisions) that are (I) not materially less favorable (taken as a whole and as determined in good faith by the Borrower Representative) to the Borrowers than, those applicable to the Term Loans (except for covenants and other provisions applicable only to the periods after the Latest Maturity Date) or (II) otherwise reasonably acceptable to the Administrative Agent, but unless the Term Loans receive the benefit of any more restrictive terms, such terms and conditions shall apply only after the Latest Maturity Date of the Term Facilities; *provided that*, in the case of Indebtedness that is secured in the Collateral on a *pari passu* basis with the Obligations, such terms and conditions shall not provide for any amortization that is greater than the amortization required under the initial Term Facility or any

mandatory repayment, mandatory redemption, mandatory offer to purchase or sinking fund that is greater than the mandatory prepayments required under the Term Facility prior to the Latest Maturity Date at the time of incurrence, issuance or obtainment of such Indebtedness; *provided* that the aggregate principal amount of Indebtedness incurred pursuant to this clause (k) by Restricted Subsidiaries that are not Loan Parties (together with Indebtedness of Restricted Subsidiaries that are not Loan Parties outstanding pursuant to Sections 7.02(d), (q) and (t)) shall not exceed the greater of \$12,867,300 and 30.0% of TTM Consolidated EBITDA at any time outstanding; and

(vii) no Specified Default has occurred and is continuing as of the date the definitive agreement for such Permitted Acquisition or similar Investment, as applicable, is executed or would result therefrom;

(l) Indebtedness consisting of promissory notes issued by any Loan Party or Restricted Subsidiary to current or former employees, officers, former officers, directors, and former directors (or any spouses, ex-spouses, or estates of any of the foregoing) of any Loan Party or any Restricted Subsidiary issued to purchase or redeem capital stock of the Borrowers or any direct or indirect parent thereof permitted by Section 7.06;

(m) Indebtedness incurred in the ordinary course of business in connection with cash pooling arrangements, cash management and other similar arrangements consisting of netting arrangements and overdraft protections;

(n) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business;

(o) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(p) Indebtedness in respect of (x) workers' compensation claims and self-insurance obligations (in each case other than for or constituting an obligation for money borrowed), including guarantees or obligations of any of the Borrowers and the Restricted Subsidiaries with respect to letters of credit supporting such workers' compensation claims and/or self-insurance obligations and (y) bankers' acceptances, bank guarantees, letters of credit and bid, performance, surety bonds or similar instruments issued for the account of the Borrowers and the Restricted Subsidiaries in the ordinary course of business, including guarantees or obligations of any such Person with respect to bankers' acceptances and bid, performance or surety obligations (in each case other than for or constituting an obligation for money borrowed);

(q) (i) Indebtedness arising from agreements of the Borrowers or the Restricted Subsidiaries providing for indemnification, contribution, Indemnity Holdbacks, earn-outs and similar adjustments of purchase price with respect to Permitted Acquisitions or other Investments permitted under this Agreement; provided, that such Indebtedness under this clause (i) consisting of earn-outs and other similar contingent acquisition consideration shall be unsecured and subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent except with respect to an amount not exceeding the greater of \$21,445,500 and 50.0% of TTM Consolidated EBITDA in the aggregate at the time of incurrence; (ii) seller paper and other Indebtedness incurred to finance the payment of earn-outs and other obligations referred to in clause (i) above and Permitted Refinancing Indebtedness in respect thereof so long as the Consolidated Net Leverage Ratio shall satisfy the Unsecured Ratio Test calculated on a Pro Forma

Basis immediately after giving effect to the incurrence of such Indebtedness; provided, that such Indebtedness under this clause (ii) shall (x) be unsecured and subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent and (y) otherwise comply with the requirement for unsecured Indebtedness incurred under Section 7.02(t) (but excluding clause (vi) in the proviso thereof); and (iii) seller paper and other Indebtedness incurred to finance the payment of earn-outs and other obligations referred to in clause (i) above and Permitted Refinancing Indebtedness in respect thereof in an aggregate outstanding principal amount not to exceed the greater of \$21,445,500 and 50.0% of TTM Consolidated EBITDA; provided, that such Indebtedness under this clause (iii) shall be unsecured;

(r) unsecured and subordinated Indebtedness in an aggregate principal amount not to exceed the greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA at the time of incurrence so long as (i) such Indebtedness does not mature prior to the Latest Maturity Date of the Term Loans and (ii) such Indebtedness is subject to subordination terms reasonably acceptable to the Administrative Agent and the Borrower Representative;

(s) Indebtedness representing any Taxes, assessments or governmental charges to the extent (i) such Taxes are being contested in good faith and adequate reserves have been provided therefor or (ii) that payment thereof shall not at any time be required to be made in accordance with Section 6.04;

(t) (A) unlimited Indebtedness secured on a *pari passu* priority basis with the Obligations hereunder so long as (1) such Indebtedness satisfies the First Lien Ratio Test, calculated on a Pro Forma Basis immediately after giving effect to the incurrence of such Indebtedness (and the use of proceeds thereof) (assuming all concurrently established revolving credit facilities are fully drawn and excluding the cash proceeds of any borrowing under any such Indebtedness then being established) as if such Indebtedness had been incurred on the first day of the applicable period and (2) to the extent such Indebtedness is secured by a Lien on Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into a Customary Intercreditor Agreement with the Collateral Agent, (B) unlimited Indebtedness secured on a junior priority basis to the Collateral securing the Obligations so long as (1) such Indebtedness satisfies the Junior Lien Ratio Test, calculated on a Pro Forma Basis immediately after giving effect to the incurrence of such Indebtedness (and the use of proceeds thereof) (assuming all concurrently established revolving credit facilities are fully drawn and excluding the cash proceeds of any borrowing under any such Indebtedness then being established) as if such Indebtedness had been incurred on the first day of the applicable period, (2) to the extent such Indebtedness is secured by a Lien on Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into a Customary Intercreditor Agreement with the Collateral Agent, and (C) if such Indebtedness is unsecured or secured by assets that do not constitute Collateral, such Indebtedness satisfies the Unsecured Ratio Test, calculated on a Pro Forma Basis immediately after giving effect to the incurrence of such Indebtedness (and the use of proceeds thereof) (assuming all concurrently established revolving credit facilities are fully drawn and excluding the cash proceeds of any borrowing under any such Indebtedness then being established) as if such Indebtedness had been incurred on the first day of the applicable period, and Permitted Refinancing Indebtedness in respect of the foregoing clauses (A) through (C); provided that (i) any such Indebtedness under this Section 7.02(t) shall not mature prior to the date that is 91 days after the Latest Maturity Date of the Term Loans and shall not be subject to any amortization or any mandatory prepayment prior to the date that is 91 days after the Latest Maturity Date of the Term Loans other than customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase upon a change of control, unpermitted debt incurrence event, asset sale event or casualty or condemnation event, and customary prepayments, redemptions or repurchases or offers to prepay, redeem or repurchase based on excess

cash flow; provided further that in no event shall any such customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase be greater than the mandatory prepayments required hereunder (unless this Agreement is amended to provide the Loans and Letters of Credit hereunder with such additional prepayments, repurchases and redemptions), (ii) have terms and conditions (other than pricing, rate floors, discounts, fees and optional redemption provisions) that are not more favorable, taken as a whole, to the lenders providing such Indebtedness than the terms and conditions of the Facilities, (iii) if such Indebtedness is secured, the holders or lenders (or agent thereof) of such indebtedness shall become parties to a Customary Intercreditor Agreement, (iv) shall not be guaranteed by any Persons that are not Guarantors of the Obligations and, with respect to the Borrowers, only be guaranteed by entities that are Guarantors of the Borrowers' Obligations (and shall not otherwise have any obligors that are not Loan Parties); (v) if such Indebtedness is subordinated in right of payment to the Obligations, such Indebtedness is subject to subordination terms reasonably acceptable to the Administrative Agent and the Borrower Representative, and (vi) the incurrence of such Indebtedness shall be subject to no Event of Default existing or resulting therefrom; provided, further that the aggregate principal amount of Indebtedness incurred pursuant to this clause (t) by Restricted Subsidiaries that are not Loan Parties (together with Indebtedness of Restricted Subsidiaries that are not Loan Parties outstanding pursuant to Sections 7.02(d), (k) and (q)) shall not exceed the greater of \$17,156,400 and 40.0% of TTM Consolidated EBITDA;

(u) other deferred compensation to employees, former employees, officers, former officers, directors, former directors, consultants (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in the ordinary course of business or in connection with the Transactions, Permitted Acquisitions or other Investments permitted hereunder;

(v) Indebtedness incurred under equipment lease facilities entered into in the ordinary course of business with its equipment suppliers in an aggregate principal amount not to exceed the greater of \$8,578,200 and 20.0% of TTM Consolidated EBITDA at any one time outstanding;

(w) Indebtedness in respect of obligations of the Borrowers or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in the ordinary course of business in connection with such goods and services;

(x) Indebtedness of the Borrowers and the Restricted Subsidiaries in respect of operating leases in the ordinary course of business;

(y) Indebtedness arising as a direct result of judgments against the Borrowers or any Restricted Subsidiary, in each case to the extent not constituting an Event of Default;

(z) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(aa) conditional sale, title retention, consignment or similar arrangements for the sale of goods in the ordinary course of business;

(bb) additional Indebtedness of the Borrowers and their Restricted Subsidiaries and Permitted Refinancing Indebtedness in respect thereof; provided that, immediately after giving effect to any incurrence of Indebtedness under this clause (bb), the sum of the aggregate principal amount of Indebtedness outstanding under this clause (bb) shall not exceed the greater of \$15,011,850 and 35.0% of TTM Consolidated EBITDA at such time;

(cc) [reserved];

(dd) Indebtedness constituting Permitted Incremental Equivalent Debt and Permitted Refinancing Indebtedness in respect thereof, so long as no Event of Default has occurred and is continuing or would immediately thereafter result therefrom; provided that, solely with respect to any Permitted Incremental Equivalent Debt incurred in connection with a Limited Condition Transaction, (x) the absence of an Event of Default shall be tested only at the time the definitive documentation for such Limited Condition Transaction is executed and (y) no Specified Default shall have occurred and be continuing at the time such Limited Condition Transaction is consummated;

(ee) Indebtedness of joint ventures constituting Restricted Subsidiaries and Permitted Refinancing Indebtedness in respect thereof not exceeding the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time;

(ff) Indebtedness by and among the Borrowers and any Restricted Subsidiary in connection with a Permitted Tax Reorganization or Permitted IPO Reorganization, provided that with respect to such Indebtedness owing from a Loan Party to a non-Loan Party, such Indebtedness shall be subject to the Intercompany Note;

(gg) unsecured Indebtedness incurred by any Borrower or any Restricted Subsidiary (and Permitted Refinancing Indebtedness in respect thereof) in an amount not to exceed the amount of cash equity contributions in respect of Qualified Capital Stock made to the Borrowers after the Closing Date so long as such contributions have not otherwise been applied for another purpose and do not increase the Cumulative Amount or are included as a Specified Equity Contribution;

(hh) Indebtedness of (i) any Securitization Subsidiary arising under any Qualified Securitization Financing or (ii) any Borrower or any Restricted Subsidiary arising under any Receivables Facility, and in each case, Permitted Refinancing Indebtedness in respect thereof, in an aggregate principal amount under this clause (hh) not to exceed greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA at any time;

(ii) Disqualified Stock issued to and held by any Borrower or any Restricted Subsidiary, in an aggregate principal amount under this clause (ii) not to exceed greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time;

(jj) Indebtedness incurred in connection with Permitted Sale Leaseback transactions and Permitted Refinancing Indebtedness in respect thereof in an aggregate principal amount (together with Indebtedness outstanding pursuant to Section 7.02(j)) not to exceed greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time;

(kk) trade-related standby letters of credit and commercial letters of credit (i) with respect to jurisdictions in which the L/C Issuers do not issue of Letters of Credit or (ii) for which the beneficiary cannot or will not accept Letters of Credit issued by the L/C Issuers, in the case of clauses (i) and (ii), in an aggregate outstanding face amount not to exceed greater of \$2,144,550 and 5.0% of TTM Consolidated EBITDA; and

(ll) Credit Agreement Refinancing Indebtedness.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrowers or such Restricted Subsidiary in the form of cash or Cash Equivalents;

(b) (x) loans and advances to directors, employees and officers of the Borrowers and the Restricted Subsidiaries for *bona fide* business purposes (including travel and relocation), in aggregate principal amount not to exceed the greater of \$1,715,640 and 4.0% of TTM Consolidated EBITDA at any time outstanding; provided that, following any securities issuance of the Borrowers and the Restricted Subsidiaries that results in such Person being subject to the Sarbanes-Oxley Act, no loans in violation of the Sarbanes-Oxley Act (including Section 402 thereof) shall be permitted hereunder and (y) cash and non-cash loans and advances to directors, employees and officers of the Borrowers (including any direct or indirect parent of the Borrowers) and their Subsidiaries for the purpose of purchasing Equity Interests in the Borrowers or any direct or indirect parent of the Borrowers, so long as the proceeds of such loans or advances are used in their entirety to purchase such Equity Interests in the Borrowers or direct or indirect parent of the Borrowers and, only to the extent, that the proceeds of such purchase are promptly contributed by the Borrowers to their Subsidiaries as cash common equity; provided that the aggregate principal amount of such loans and advances made in cash pursuant to this clause (b)(y) shall not exceed the greater of \$1,715,640 and 4.0% of TTM Consolidated EBITDA in any fiscal year of the Borrowers;

(c) Investments by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is not a Loan Party;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof in connection with the settlement of delinquent accounts in the ordinary course of business or from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Investments consisting of (i) Indebtedness permitted by Section 7.02, provided that, for the avoidance of doubt, the aggregate principal amount of Indebtedness incurred pursuant to this clause (i) by Restricted Subsidiaries that are not Loan Parties shall be subject to the aggregate cap set forth in Sections 7.02(d), (k), (t) and (q); (ii) fundamental changes permitted by Section 7.04 (other than Section 7.04(d)), (iii) Dispositions permitted by Section 7.05 (other than Section 7.05(e) solely with respect to Investments thereunder) or (iv) Restricted Payments permitted by Section 7.06 (exclusive of the last paragraph thereof);

(f) Investments (i) existing on the date hereof and set forth on Schedule 7.03(f) and (ii) consisting of any modification, replacement, renewal, reinvestment or extension of any such Investment; provided that the amount of any Investment permitted pursuant to this Section 7.03(f)(ii) is not increased from the original amount of such Investment on the Closing Date (determined without reducing such amount to reflect to any return received on such Investment from and after the Closing Date) except pursuant to the terms of such Investment (including in respect of any unused commitment), plus any accrued but unpaid interest (including any portion thereof which is payable in kind in accordance with the terms of such modified, extended, renewed or replaced Investment) and premium payable by the terms of such Indebtedness thereon and fees and expenses associated therewith as of the Closing Date or as otherwise permitted by this Section 7.03;

(g) (i) Guarantee obligations of the Borrowers or any Restricted Subsidiary in respect

of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Restricted Subsidiary to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States and (ii) performance Guarantees of the Borrowers or any Restricted Subsidiary primarily guaranteeing performance of contractual obligations of the Borrowers or Restricted Subsidiaries to a third party and not primarily for the purposes of guaranteeing payment of Indebtedness;

(h) contributions to a “rabbi” trust for the benefit of employees or any other grantor trust subject to claims of creditors in the case of a bankruptcy of a Loan Party;

(i) (i) Permitted Acquisitions, (ii) Investments consisting of contributions of rollover equity in connection with a Permitted Acquisition or other Investment permitted hereunder and (iii) Investments consisting of cash earnest money deposits in connection with a Permitted Acquisition or other Investment permitted hereunder;

(j) loans and advances to the Borrowers or any direct or indirect parent thereof in lieu of, and not in excess of the amount of (immediately after giving effect to any other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made to the Borrowers or any direct or indirect parent thereof in accordance with Section 7.06;

(k) prepaid expenses or lease, utility and other similar deposits, in each case made in the ordinary course of business;

(l) promissory notes or other obligations (i) of officers, directors or other employees of such Loan Party or such Restricted Subsidiary acquired in the ordinary course of business in connection with such officers’ or employees’ acquisition of Equity Interests in such Loan Party or such Restricted Subsidiary (or the direct or indirect parent of such Loan Party) (to the extent such acquisition is permitted under this Agreement), so long as no cash is advanced by the Borrowers or any Restricted Subsidiary in connection with such Investment and (ii) received from stockholders of any direct or indirect parent of the Borrowers or any of their Subsidiaries in connection with the exercise of stock options in respect of the Equity Interests of such Person;

(m) pledges and deposits permitted under Section 7.01 and endorsements for collection or deposit in the ordinary course of business to the extent permitted under Section 7.02(o);

(n) to the extent constituting Investments, advances in respect of transfer pricing, cost-sharing arrangements (i.e., “cost-plus” arrangements) and associated “true-up” payments that are (i) in the ordinary course of business and consistent with the historical practices of the Borrowers and any Restricted Subsidiary and (ii) funded not more than 120 days in advance of the applicable transfer pricing and cost-sharing payment;

(o) Investments consisting of any deferred portion (including promissory notes and non-cash consideration) of the sales price received by the Borrowers or any Restricted Subsidiary in connection with any Disposition permitted hereunder;

(p) Investments in respect of Swap Contracts and Bank Product Agreements not entered into for speculative purposes;

(q) to the extent constituting Investments, purchases and acquisitions of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, Intellectual Property, or other rights, in each case that either (i) are entered into in the ordinary

course of business, or (ii) do not materially and adversely affect the business of the Borrowers and the Restricted Subsidiaries, taken as a whole;

(r) Investments resulting from the reinvestment of Net Cash Proceeds of a Disposition as permitted under this Agreement; provided that if such Disposition was made by (x) a Loan Party, such Investment shall be made in the Borrowers or a Subsidiary Guarantor, or (y) a non-Loan Party Restricted Subsidiary, such Investment shall be made in the Borrowers, Subsidiary Guarantor or Restricted Subsidiary;

(s) Investments in Foreign Subsidiaries in an aggregate amount not to exceed the greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA at any time outstanding;

(t) Investments in an aggregate amount not to exceed the Cumulative Amount available at such time; provided that no Specified Default or Financial Covenant Event of Default has occurred and is continuing at the time of the execution of the definitive documentation with respect to such Investment or would result therefrom;

(u) Investments in securities of trade creditors or customers that are received (i) in settlement of *bona fide* disputes or delinquent obligations or (ii) pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy, insolvency or other restructuring of such trade creditors or customers;

(v) Loans repurchased by a Borrower or a Restricted Subsidiary pursuant to and in accordance with Section 10.06, so long as such Loans are immediately cancelled;

(w) Investments of any person that becomes a Restricted Subsidiary on or after the Closing Date; provided that (i) such Investments exist at the time such person is acquired, (ii) such Investments are not made in anticipation or contemplation of such person becoming a Restricted Subsidiary, and (iii) such Investments are not directly or indirectly recourse to any Loan Party or any other Restricted Subsidiary or any of their respective assets, other than to the person that becomes a Restricted Subsidiary;

(x) Investments to the extent arising solely from a subsequent increase in the value (excluding any value for which any additional consideration of any kind whatsoever has been paid or otherwise transferred, directly or indirectly, by, or on behalf of any Loan Party or any Restricted Subsidiary) of an Investment otherwise permitted hereunder and made prior to such subsequent increase in value;

(y) Investments in Unrestricted Subsidiaries not to exceed the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time outstanding;

(z) Investments in joint ventures and other minority investments not to exceed the greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA at any time outstanding;

(aa) Investments in an aggregate amount at any time not to exceed the sum of (i) the greater of (x) \$12,867,300 and (y) 30.0% of TTM Consolidated EBITDA at any time outstanding, *plus* (ii) the aggregate amount available to be used for Restricted Payments under Section 7.06(j) and the aggregate amount available to be used for Junior Debt Payments under Section 7.12(a)(vii) which the Borrower Representative may, from time to time, elect to re-allocate to the making of Investments pursuant to this Section 7.03(aa) (for the avoidance of doubt, with any such amounts

reallocated to Section 7.03(aa) reducing dollar for dollar availability under Section 7.06(j) and Section 7.12(a)(vii), as applicable));

(bb) additional Investments so long as (i) at the time of making such Investment, no Event of Default shall have occurred and be continuing or would result therefrom and (ii) on a Pro Forma Basis, immediately after giving effect to the making of such Investment (together with any related issuance or incurrence of Indebtedness) as if such Investment had been made on the first day of the applicable period, the Consolidated Net Leverage Ratio for the most recently ended Test Period shall be no greater than 4.50:1.00;

(cc) (i) any Permitted Tax Reorganization and (ii) any Permitted IPO Reorganization;

(dd) the Transactions;

(ee) Investments funded with equity proceeds of Qualified Capital Stock or capital contributions paid in respect of the Equity Interests of Holdings (or a direct or indirect parent company thereof) and contributed as Qualified Capital Stock to a Borrower after the Closing Date, in each case, that do not increase the Cumulative Amount, are not the proceeds of a Specified Equity Contribution and which have not otherwise been applied for another purpose;

(ff) (i) Investments in any Receivables Facility or any Securitization Subsidiary in order to effectuate a Qualified Securitization Financing, including the ownership of Equity Interests in such Securitization Subsidiary and (ii) distributions or payments of securitization fees and purchases of Securitization Assets or Receivables Assets pursuant to customary repurchase obligations in connection with a Qualified Securitization Financing or a Receivables Facility, in each case, to the extent such Qualified Securitization Financing and Receivables Facility is permitted by Section 7.02(jj) and Section 7.05(t); and

(gg) Investments by and among the Borrowers and their Restricted Subsidiaries and by the Borrowers in any Restricted Subsidiary; provided that, Investments by any Loan Party in Restricted Subsidiaries that are non-Loan Parties may be made so long as the aggregate amount of such Investments shall not exceed the greater of (x) \$6,433,650 and (y) 15.0% of TTM Consolidated EBITDA *plus* the Cumulative Amount available at such time; provided, further, that, no Specified Default has occurred and is continuing or would result therefrom.

Notwithstanding anything herein to the contrary, (x) any intercompany loans made by the Borrowers or any of the Restricted Subsidiaries to Holdings that are otherwise permitted pursuant to this Section 7.03 shall only be permitted to the extent that such amounts could be distributed as a Restricted Payment to Holdings (and the Restricted Payments capacity under Section 7.06 shall be reduced by the aggregate outstanding principal amount of such intercompany loans) and (y) none of the Borrowers or any of the Restricted Subsidiaries shall sell, transfer, lease or otherwise dispose of any Material IP to any Unrestricted Subsidiary, and in no event shall this Section 7.03 permit any IP Separation Transaction.

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including, in each case, pursuant to a Delaware LLC Division), except that:

(a) any Restricted Subsidiary may merge with (i) a Borrower, provided that such Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries, provided that when any Subsidiary Guarantor is merging with another Restricted

Subsidiary, the continuing or surviving Person shall be a Subsidiary Guarantor or, if not a Subsidiary Guarantor, such surviving Person shall assume all of the obligations of such Subsidiary Guarantor under the Loan Documents, become a Subsidiary Guarantor, be subject to and deliver the items contemplated by Section 6.12 prior to or substantially concurrently with the date of such merger and without giving effect to the timeframes specified in Section 6.12;

(b) any Restricted Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to the Borrowers or to another Restricted Subsidiary; provided that a Subsidiary Guarantor may make such Disposition only to the Borrowers or another Subsidiary Guarantor;

(c) any Restricted Subsidiary which is not a Loan Party may dispose of all or substantially all its assets to the Borrowers or another Restricted Subsidiary; and

(d) in connection with any acquisition permitted under Section 7.03 (other than Section 7.03(e)(ii)), any Restricted Subsidiary may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that the Person surviving such merger shall be a wholly owned Restricted Subsidiary and the Person surviving any such merger involving a Subsidiary Guarantor shall be a Subsidiary Guarantor or, if not a Subsidiary Guarantor, such surviving Person shall assume all of the obligations of such Subsidiary Guarantor under the Loan Documents, become a Subsidiary Guarantor, be subject to and deliver the items contemplated by Section 6.12 prior to or substantially concurrently with the date of such merger and without giving effect to the timeframes specified in Section 6.12;

(e) the Borrowers and any Restricted Subsidiary shall be permitted to (i) consummate any Disposition permitted by Section 7.05 (other than Section 7.05(e) solely with respect to the reference therein to Section 7.04) and (ii) make any Investment permitted by Section 7.03 (other than Section 7.03(e)(ii)); and

(f) the Borrowers or any Restricted Subsidiary may effect (i) the Transactions and (ii) a Permitted Tax Reorganization or Permitted IPO Reorganization;

provided, however, that in each case, immediately after giving effect thereto, no Event of Default shall have occurred and be continuing or would result therefrom.

7.05 Dispositions. Make any Disposition, except:

(a) Dispositions of obsolete, damaged, unnecessary, worn out or surplus property or property no longer used in the business of the Borrowers or the Restricted Subsidiaries, whether now or hereafter owned or leased, in the ordinary course of business of such Loan Party and the abandonment, transfer, assignment, cancellation, lapse or other Disposition of Intellectual Property that is, in the good faith judgment of the Borrowers or such Restricted Subsidiary, either no longer economically practicable or commercially desirable to maintain, no longer material or no longer used or useful in the conduct of the business of the Loan Parties and Restricted Subsidiaries, or does not materially interfere with such business taken as a whole;

(b) Dispositions of inventory in the ordinary course of business and of immaterial assets;

(c) Dispositions of equipment to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such

Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by any Restricted Subsidiary to the Borrowers or to a Subsidiary Guarantor or by the Borrowers to a Subsidiary Guarantor, (ii) Dispositions of property among Restricted Subsidiaries that are not Loan Parties and (iii) Dispositions of property to Subsidiaries that are not Loan Parties shall not exceed the greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA per fiscal year;

(e) Dispositions permitted by Section 7.04 (other than Section 7.04(e)), Liens permitted by Section 7.01, Investments permitted by Section 7.03 (other than Section 7.03(e)), transactions permitted by Section 7.04 (other than Section 7.04(e)), and Restricted Payments permitted by Section 7.06;

(f) cancellations of any intercompany Indebtedness among the Loan Parties;

(g) the licensing or sublicensing of Intellectual Property to third Persons (i) in the ordinary course of business or (ii) which does not materially and adversely affect the business of the Borrowers or any Restricted Subsidiary, taken as a whole;

(h) the sale, lease, sub-lease, license, sub-license, service agreements, product sales, or consignment of tangible or intangible property of the Borrowers or the Restricted Subsidiaries in the ordinary course of business and leases or subleases of real property permitted by clause (a) for which rentals are paid on a periodic basis over the term thereof;

(i) the settlement or write-off of accounts receivable or sale, discount or compromise of overdue accounts receivable for collection (i) in the ordinary course of business consistent with past practice, and (ii) with respect to such accounts receivables acquired in connection with a Permitted Acquisition, consistent with prudent business practice;

(j) the sale, exchange or other disposition of cash and cash equivalents in the ordinary course of business;

(k) to the extent required by applicable law, the sale or other disposition of a nominal amount of Equity Interests in any Restricted Subsidiary on terms acceptable to the Administrative Agent in order to qualify members of the board of directors or equivalent governing body of such Restricted Subsidiary;

(l) Dispositions by the Borrowers or any Restricted Subsidiary not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Event of Default shall exist immediately before, or would immediately result from, such Disposition, (ii) such Disposition is for fair market value (as determined by the Borrower Representative in good faith) and (iii) with respect to Dispositions with a value in excess of the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time in the aggregate during the term of this Agreement, at least 75.0% of the purchase price of such asset shall be paid to the Borrowers or such Restricted Subsidiary in cash or Cash Equivalents (and for purposes of making the foregoing determination, each of the following shall be deemed "cash": (1) any liabilities, as shown on the then most recent balance sheet of the Borrowers or any Restricted Subsidiary that are assumed by the transferee of any such assets pursuant to a customary novation agreement or other customary agreement that releases the Borrowers and the Restricted Subsidiaries from all liability thereunder or with respect thereto; and (2) any securities, notes or other obligations received by the Borrowers or such Restricted Subsidiary from the transferee that are converted to cash within one hundred

twenty (120) days after receipt, to the extent of the cash received in that conversion; provided that the total amount of non-cash consideration deemed to be “cash” under this clause (l) shall not exceed the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA at any time);

(m) Dispositions constituting a taking by condemnation or eminent domain or transfer in lieu thereof, or a Disposition consisting of or subsequent to a total loss or constructive total loss of property;

(n) (i) Dispositions of Non-Core Assets in connection with a Permitted Acquisition which, in the reasonable good faith judgment of the Borrowers or such Restricted Subsidiary, are not used or useful or are duplicative in the business of the Borrowers or any Restricted Subsidiary and (ii) Dispositions of assets not constituting Collateral not to exceed the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA in the aggregate;

(o) any grant of an option to purchase, lease or acquire property in the ordinary course of business, so long as the Disposition resulting from the exercise of such option would otherwise be permitted under this Section 7.05;

(p) the unwinding of any Swap Contract permitted under Section 7.02 pursuant to its terms;

(q) other sales or dispositions in an amount not to exceed the greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA in the aggregate;

(r) the surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims in the ordinary course of business;

(s) Dispositions listed on Schedule 7.05(s);

(t) (i) any Disposition of Securitization Assets or Receivables Assets, or participations therein, in connection with any Qualified Securitization Financing or Receivables Facility, in an aggregate principal amount under this clause (t)(i) not to exceed greater of \$4,289,100 and 10.0% of TTM Consolidated EBITDA at any time, and (ii) the Disposition of a trade or account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(u) Dispositions in connection with Permitted Sale Leasebacks with respect to (i) any real property, equipment or other property acquired as part of a Permitted Acquisition no later than one hundred twenty (120) days following the date of consummation of such Permitted Acquisition and (ii) any other real property, equipment or other property with an aggregate amount not to exceed the greater of \$6,433,650 and 15.0% of TTM Consolidated EBITDA;

(v) Dispositions in connection with the Transactions, a Permitted Tax Reorganization or Permitted IPO Reorganization; and

(w) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value of usefulness to the business or used in the business of the Borrowers and the Restricted Subsidiaries as a whole, as determined in good faith by the Borrowers; provided that any swap of assets constituting Collateral that are exchanged for other assets not constituting Collateral shall not exceed the greater of \$2,144,550 and 5.0% of Consolidated Adjusted EBITDA over the term of this Agreement.

provided, however, that any Disposition pursuant to Section 7.05(a) through Section 7.05(o) (other than Section 7.05(d)) shall in any event be for fair market value.

Notwithstanding anything to the contrary in the foregoing, none of the Borrowers or any of the Restricted Subsidiaries shall sell, transfer, lease or otherwise dispose of any Material IP to any Person other than a Loan Party, and in no event shall this Section 7.05 permit any IP Separation Transaction.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, or issue or sell any Disqualified Stock, except that:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrowers and the Subsidiary Guarantors, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made; provided, that if such Restricted Subsidiary is a non-wholly owned Subsidiary any such Restricted Payment is either (A) paid only in kind or (B) if paid in cash, is paid to all shareholders on a *pro rata* basis;

(b) the Borrowers may declare and make dividend payments or other distributions payable solely in its Qualified Capital Stock and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in Qualified Capital Stock of such Person;

(c) the Borrowers may make Permitted Tax Distributions;

(d) the Borrowers may declare and directly or indirectly pay cash dividends and distributions to Holdings for redistribution to any direct or indirect parent thereof (x) for customary and reasonable out-of-pocket expenses, legal and accounting fees and expenses and overhead of such Person incurred in the ordinary course of business to the extent attributable to the business of the Borrowers and the Restricted Subsidiaries, (y) for Public Company Costs and (z) to affect the payments contemplated by Section 7.08(d);

(e) the Borrowers may purchase or transfer funds to Holdings for redistribution to any direct or indirect parent thereof to fund the purchase of (with cash or notes) Equity Interests in such Person from current and former coinvestors or other rollover equity holders, directors, officers, employees, members of management, managers, advisors or consultants of such Person or its Subsidiaries (including the Borrowers or the Restricted Subsidiaries), their estates, beneficiaries under their estates, transferees, spouses or former spouses in connection with such person's death, disability, retirement, severance or termination of such employee's employment (or such officer's office appointment or director's directorship) and the Borrowers may make distributions to Holdings for redistribution to any direct or indirect parent thereof to effect such purchases and/or to make payments on any notes issued in connection with any such repurchase; provided, however, that (i) no such purchase or distribution and no payment on any such note shall be made if a Specified Default shall have occurred and be continuing or would result therefrom, (ii) no such note shall require any payment if such payment or a distribution by the Borrowers to make such payment is prohibited by the terms hereof and (iii) the aggregate amount of all cash payments under this Section 7.06(e) (including payments in respect of any such purchase or any such notes or any such distributions to Holdings for such purposes) shall not exceed the sum (without duplication) of (A) the greater of \$8,578,200 and 20.0% TTM Consolidated EBITDA in any fiscal year (with any unused amounts in any such fiscal year being carried over to the next succeeding fiscal year (with any unused amounts so carried over being further carried over to the next succeeding fiscal year if they are not used in such fiscal year)), plus (B) the amount of any cash equity contributions received by the Borrowers for the purpose of making such payments and used for such purpose plus (C) key

man life insurance proceeds received by the Borrowers or any Restricted Subsidiary during such fiscal year;

(f) so long as no Specified Default shall have occurred and be continuing or would immediately thereafter result therefrom, the Borrowers may make distributions to Holdings or any direct or indirect parent of Holdings to pay directors' fees, expenses and indemnities owing to directors of Holdings or any direct or indirect parent of Holdings, and to pay customary salary and bonuses of any officers or employees of Holdings or any direct or indirect parent of Holdings, in each case, to the extent related to the parent entity's ownership of the Borrowers and their Restricted Subsidiaries and in order to permit such parent entity to make such payments;

(g) if the Investors or their Affiliates shall have made direct or indirect cash equity contributions to the Borrowers to fund any Permitted Acquisitions, and such Permitted Acquisition or expenditure is not made within ten (10) Business Days after receipt of such equity contributions, the Borrowers may, to the extent such amounts have not been applied for another purpose, return such equity contributions to such Investors or their Affiliates either directly or indirectly by distribution to Holdings for redistribution to any parent company of Holdings to effect such return of contributions;

(h) (x) the Borrowers may make distributions, directly or indirectly, to Holdings or any direct or indirect parent thereof to enable the applicable entity to pay fees and expenses in connection with a Qualifying IPO (whether or not successful) and (y) upon a Qualifying IPO, so long as no Specified Default has occurred and is continuing or would result therefrom, the Borrowers may directly or indirectly pay cash Restricted Payments to Holdings to permit Holdings or any direct or indirect parent thereof to make, and Holdings or any direct or indirect parent thereof may make, cash Restricted Payments to its equity holders in an aggregate amount not exceeding the greater of (A) 6.0% per annum of the Net Cash Proceeds received by (or contributed to) the Borrowers from such Qualifying IPO and (B) an aggregate amount not exceeding 5.0% per annum of the Market Capitalization of the Borrowers;

(i) the Borrowers may make Restricted Payments to Holdings for redistribution to any parent company of Holdings to fund a Restricted Payment in an amount not to exceed the Cumulative Amount available at such time; provided that (i) no Event of Default shall have occurred and be continuing on the date of distribution of such Restricted Payment or would result therefrom and (ii) at the time of any such Restricted Payment, on a Pro Forma Basis immediately after giving effect to such Restricted Payment as if such Restricted Payment (together with any related issuance or incurrence of Indebtedness) had been made on the first day of the applicable period, the maximum Consolidated Net Leverage Ratio for the most recent Test Period shall not be greater than 4.25:1.00;

(j) other Restricted Payments in an aggregate amount not to exceed the greater of \$8,578,200 and 20.0% of TTM Consolidated EBITDA *less* the amount which the Borrowers may, from time to time, elect to be re-allocated to the making of Junior Debt Payments pursuant to Section 7.12(a); provided, that no Event of Default shall have occurred and be continuing or would immediately thereafter result therefrom;

(k) additional Restricted Payments to the extent that on the date such Restricted Payment is made, no Event of Default has occurred and is continuing or would result therefrom, and the Consolidated Net Leverage Ratio, calculated on a Pro Forma Basis immediately after giving effect to such Restricted Payment as if such Restricted Payment had been incurred on the first day of the applicable period, is less than or equal to 3.75:1.00, such compliance to be determined on

the basis of the financial statements most recently required to be delivered to the Administrative Agent pursuant to Section 6.01(a) or (b), as the case may be;

(l) the Borrowers may make distributions and pay dividends to Holdings (who in turn may pay dividends and make distributions to any direct or indirect parent company), the proceeds of which are promptly used for payments as part of an “applicable high yield discount obligation” (or “AHYDO”) catch-up payment;

(m) Restricted Payments on the Closing Date required as part of the Transactions (if any);

(n) Restricted Payments made with the proceeds of equity contributions received by the Borrowers after the Closing Date in respect of Qualified Capital Stock that have not otherwise been applied for another purpose and do not increase the Cumulative Amount or are included as a Specified Equity Contribution;

(o) Restricted Payments among the Borrowers and their Restricted Subsidiaries constituting any part of a Permitted Tax Reorganization or Permitted IPO Reorganization;

(p) distributions or payments of securitization fees, sales contributions and other transfers of Securitization Assets or Receivables Assets and purchases of Securitization Assets or Receivables Assets pursuant to a customary repurchase obligations, in each case in connection with a Qualified Securitization Financing or a Receivables Facility;

(q) payments made pursuant to Sections 7.08, (d), (e), (m) and (q);

(r) issuance of Disqualified Stock to the extent not prohibited by Section 7.02;

(s) the payment of any dividend or other distribution or the consummation of any irrevocable redemption within sixty (60) days after the date of declaration of the dividend or other distribution or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or other distribution or redemption payment would have complied with the provisions of this Section 7.06; and

(t) Restricted Payments made in connection with Permitted Sale Leasebacks pursuant to Section 7.05(u) hereof.

To the extent that the Borrowers or the Restricted Subsidiaries are permitted to make any Restricted Payments pursuant to this Section 7.06, the same may be made as a loan or advance to the recipient thereof, and in such case the amount of such loan or advance so made shall reduce the amount of Restricted Payments that may be made by the Borrowers and the Restricted Subsidiaries in respect thereof. Notwithstanding the foregoing, in no event shall this Section 7.06 permit any IP Separation Transaction.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrowers and the Restricted Subsidiaries on the Closing Date or any business substantially related, ancillary, or incidental thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrowers, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially at least as favorable to such Borrower or such Restricted Subsidiary as would be obtainable by such Borrower or such Restricted Subsidiary at the time in a comparable arm’s length

transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to (a) transactions between or among the Borrowers and any of their Restricted Subsidiaries to the extent such transactions are not otherwise prohibited under this Agreement, (b) transactions, arrangements, fees reimbursements and indemnities specifically and expressly permitted between or among such parties under this Agreement or any other Loan Document, (c) compensation, expense reimbursement, benefits and indemnitees paid to employees, officers and directors of Holdings and its Restricted Subsidiaries, as determined by the Borrowers in their reasonable judgment, (d) so long as no Specified Default has occurred and is continuing or would result therefrom, management fees paid to the Sponsor pursuant to the terms of the Parent Holdings LLC Agreement in any fiscal year (subject to the provisos below), provided that the aggregate amount of fees paid pursuant to this clause (d) in any fiscal year shall not exceed the greater of \$2,144,550 and 5.0% of TTM Consolidated EBITDA; provided further that, so long as no Specified Default has occurred or is continuing or would result therefrom, any management fees accrued under the Parent Holdings LLC Agreement and not paid pursuant to this clause (d) in a fiscal year, shall be permitted to be paid in any subsequent fiscal year, subject to the other terms of this Agreement (for the avoidance of doubt, nothing herein shall prohibit the accrual of any such fees under the terms of the Parent Holdings LLC Agreement), (e) the reimbursement of and/or payment to the Sponsor for indemnities and out-of-pocket costs and expenses required to be paid pursuant to the terms of the Parent Holdings LLC Agreement, (f) any customary transaction with a Subsidiary effected as part of a Qualified Securitization Financing or a Receivables Facility, (g) transactions and activities necessary or advisable to effectuate the Transactions, a Permitted Tax Reorganization or a Permitted IPO Reorganization, (h) any agreement or similar arrangement primarily intended to govern tax allocation, sharing of taxes or similar matters, which agreement or arrangement is among Loan Parties or among Loan Parties and their Affiliates, (i) the transactions set forth on Schedule 7.08(i) or as thereafter amended, supplemented or replaced (so long as such amendment, supplement or replacement agreement or arrangement is not materially disadvantageous (as determined in good faith by the Borrower Representative) to the Lenders when taken as a whole as compared to the original agreement or arrangement as in effect on the Closing Date) or any transaction or payments contemplated thereby; (j) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business; (k) any lease entered into between any Borrower or any Restricted Subsidiary, as lessee, and any Affiliate of the Borrowers, as lessor, in the ordinary course of business; (l)(i) Intellectual Property licenses and (ii) research and development agreements in the ordinary course of business, (m) transactions involving, pursuant to any such transactions, payments that are less than the greater of \$3,216,825 and 7.5% of TTM Consolidated EBITDA in the aggregate for all such transactions in any fiscal year, (n) payments to directors, board observers (or equivalent) and board advisors (or equivalent) for (1) compensation owed to such directors, board observers (or equivalent) and board advisors (or equivalent) in an aggregate amount not to exceed the greater of \$1,072,275 and 2.5% of TTM Consolidated EBITDA per fiscal year and (2) reimbursement of reasonable out-of-pocket costs and expenses of such directors, board observers (or equivalent) and board advisors (or equivalent), (o) the entry into a real property sublease with the Sponsor with respect to office space so long as such sublease is entered into by such Borrower or such Restricted Subsidiary, as applicable, in a manner and to the extent necessary or desirable for the prudent operation of its business, (p) any executive placement program between any Borrower or any Restricted Subsidiary and the Sponsor on terms and conditions substantially similar to that of other portfolio companies of the Sponsor so long as such executive placement program is entered into by such Borrower or such Restricted Subsidiary, as applicable, in a manner and to the extent necessary or desirable for the prudent operation of its business, (q) the culture program implemented by the Sponsor in connection with each Permitted Acquisition and (r) other transactions, arrangements or contracts as Administrative Agent may agree from time to time in its reasonable discretion.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement and any other Loan Document) that limits the ability (i) of any Restricted Subsidiary to make Restricted Payments to any Borrower or any Guarantor, to make intercompany loans

or advances to any Borrower or any Guarantor or to repay such loans or advances, or to otherwise transfer property to or invest in any Borrower or any Guarantor, except for any agreement in effect (A) on the Closing Date or (B) at the time any Restricted Subsidiary becomes a Restricted Subsidiary of the Borrowers, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of the Borrowers, (ii) of any Restricted Subsidiary to Guarantee the Indebtedness of the Borrowers or (iii) of any Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iii) shall not prohibit (A) any such limitation incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02(j) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness, (B) customary anti-assignment provisions in contracts restricting the assignment thereof, (C) provisions in leases of real property that prohibit mortgages or pledges of the lessee's interest under such leases or (D) customary restrictions in leases, subleases, licenses and sublicenses; provided, further, that the foregoing clauses (i), (ii) and (iii) shall not apply to (x) Contractual Obligations which are limitations imposed on any Excluded Subsidiary by the terms of any Indebtedness of such Excluded Subsidiary permitted to be incurred under this Agreement if such limitations apply only to the assets or property of such Excluded Subsidiary, (y) any document governing any secured Credit Agreement Refinancing Indebtedness or any documentation governing any Permitted Refinancing Indebtedness incurred to refinance any such Indebtedness or (z) restrictions created in connection with any Qualified Securitization Financing or Receivables Facility.

7.10 Financial Covenant.

(a) Consolidated First Lien Net Leverage Ratio. Permit the Consolidated First Lien Net Leverage Ratio to be greater than 8.00:1.00 as of the last day of the fiscal quarter (beginning with the fiscal quarter ending June 30, 2024).

(b) Right to Cure Financial Covenant. Notwithstanding anything to the contrary contained in Section 7.10(a), if the Borrowers fail to comply with the requirements of the covenant set forth in Section 7.10(a) (the "**Financial Covenant**"), then until the fifteenth (15th) Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter under Section 6.01(a) or Section 6.01(b), the Borrower Representative shall have the right (the "**Cure Right**") to give written notice to the Administrative Agent of its intent to issue Qualified Capital Stock for cash or otherwise receive cash capital contributions in respect of Qualified Capital Stock in an amount that, if added to Consolidated Adjusted EBITDA for the relevant testing period, would have been sufficient to cause compliance with the Financial Covenant for such period (an "**Equity Cure**") (for the avoidance of doubt, nothing in this Section 7.10(b) shall prevent the Borrowers from issuing Qualified Capital Stock for cash in an aggregate amount in excess of the amount sufficient to cause compliance with the Financial Covenant for the relevant testing period; provided that such excess shall not be added to Consolidated Adjusted EBITDA, as applicable, for the purpose of calculating compliance with the Financial Covenant or any other purpose) (the "**Specified Equity Contribution**"); provided further that:

(i) the Borrower Representative shall not be entitled to exercise the Equity Cure any more than five (5) times prior to the Maturity Date for the Revolving Credit Facility and in each four (4) consecutive fiscal quarters, there shall be a period of at least two (2) consecutive fiscal quarters in which no Equity Cure shall have been made;

(ii) following the Borrower Representative's election to exercise a Cure Right, no Default or Event of Default shall be deemed to exist pursuant to the Financial Covenant (and any such Default or Event of Default shall be retroactively considered not to have

existed or occurred) from the end of the applicable fiscal quarter until the fifteenth (15th) Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter under Section 6.01(a) or Section 6.01(b) for purposes of this Agreement. If the Equity Cure is not consummated within fifteen (15) Business Days after the date on which financial statements are required to be delivered with respect to applicable fiscal quarter under Section 6.01(a) or Section 6.01(b), each such Default or Event of Default shall be deemed reinstated;

(iii) the cash amount received by the Borrowers pursuant to the exercise of the right to make an Equity Cure shall be added to Consolidated Adjusted EBITDA, as applicable, for the last quarter of the immediately preceding testing period solely for purposes of recalculating compliance with the Financial Covenant for such period and of calculating the Financial Covenant as of the end of the next three following periods; provided, however, for the avoidance of doubt, there shall be no pro forma reduction of Indebtedness, through either the netting of cash or prepayment of Loans or other Indebtedness, with the proceeds of any Specified Equity Contribution with respect to the fiscal quarters for which such Equity Cure is made (or otherwise applies as heretofore referenced), but for the avoidance of doubt, any such reduction of Indebtedness shall be taken into account for purposes of determining compliance with the Financial Covenant or any financial metric for subsequent fiscal quarters following the fiscal quarter for which such Equity Cure is made. The Equity Cure shall not be taken into account for purposes of determining pro forma compliance with the Financial Covenant or for purposes of determining compliance with any ratios for the incurrence of any Indebtedness or the undertaking of any Permitted Acquisition, or for purposes of calculating any baskets or compliance with any other covenants or for any other purpose hereunder (including any pricing grid hereunder);

(iv) the amount of any Specified Equity Contribution shall be no more than the amount required to cause the Borrowers to be in Pro Forma compliance with the Financial Covenant; and

(v) no Loans shall be required to be repaid with any Specified Equity Contribution (provided, that the Borrower may elect to repay Loans with such proceeds subject to clause (iii) above).

(c) Credit Extension Limitation. Notwithstanding Section 7.10(b), if a Default or Event of Default would have occurred and be continuing had the Borrowers not had the option to exercise the Cure Right as set forth in Section 7.10(b) above and not exercised such Cure Right pursuant to the foregoing provisions, no Lender shall be required, from the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter until such Default or Event of Default is cured in accordance with the terms of Section 7.10(b) or waived in accordance with Section 10.01, to make any extension of credit (including any issuance or extension of any Letter of Credit) under this Agreement.

7.11 Amendments of Organizational Documents. Amend any of its Organizational Documents in a manner materially adverse to the Lenders.

7.12 Voluntary Prepayments, Amendments, Etc. of Indebtedness. (a) Voluntarily prepay, redeem, purchase, defease, cancel or otherwise satisfy prior to the scheduled maturity thereof (or pay principal in respect of Indemnity Holdbacks and seller notes incurred under Section 7.02(q)(ii)) any Indebtedness (such Indebtedness, "**Junior Debt**") (x) that is unsecured, subordinated or junior to the

Facilities in right of payment or security or (y) that is secured by Liens on Collateral which are junior to the Liens securing the Facilities (such payments, “**Junior Debt Payments**”), except (i) regularly scheduled or required repayments, redemptions, prepayments or any other settlements of Indebtedness listed on Schedule 7.02(h), (ii) “catch up” payments on any Indebtedness in an amount equal to the minimum amount necessary to prevent such obligation from being classified as an “AHYDO” for U.S. federal income tax purposes, (iii) any prepayment of Indebtedness owing to the Borrowers or any Restricted Subsidiary of the Borrowers permitted hereunder, (iv) any prepayment of assumed Indebtedness permitted under Section 7.02(k) subsequent to a Permitted Acquisition permitted hereunder; provided that such Indebtedness is not subordinated in right of payment to the Obligations and, provided, further, that no Event of Default shall have occurred and be continuing at the time of any such prepayment or would result therefrom, (v) any prepayment, redemption, purchase, defeasance, cancellation or other satisfaction of Indebtedness made with the proceeds of Permitted Refinancing Indebtedness, (vi) any prepayment of Indebtedness using the Cumulative Amount; provided that no Specified Default has occurred and is continuing at the time of such prepayment or would result therefrom, and on a Pro Forma Basis immediately after giving effect to such prepayment of any such Indebtedness as if such prepayment of any such Indebtedness (together with any related issuance or incurrence of Indebtedness) had been made on the first day of the applicable period, the maximum Consolidated Net Leverage Ratio for the most recent Test Period shall not be greater than 4.25:1.00, (vii) so long as no Specified Default is continuing at the time of such payment or would result therefrom, making any prepayment, redemption, purchases, defeasance or other satisfaction of Indebtedness in an amount not to exceed the greater of \$8,578,200 and 20.0% of TTM Consolidated EBITDA in the aggregate *plus* the amount which the Borrower Representative may from time to time elect to be re-allocated to the making of Restricted Payments pursuant to Section 7.06(j) (which shall, for the avoidance of doubt, reduce, dollar for dollar, amounts under such Section 7.06(j)), (viii) any prepayment, redemption, purchase, defeasance, cancellation or other satisfaction of any Indebtedness to the extent cashless and made in the form of (A) substitute Permitted Refinancing Indebtedness of such Indebtedness or (B) unless such Indebtedness is owed to a Loan Party by a Restricted Subsidiary that is not a Loan Party, forgiveness of such Indebtedness, (ix) so long as no Event of Default is continuing at the time of such payment or would result therefrom, and the Consolidated Net Leverage Ratio, calculated on a Pro Forma Basis immediately after giving effect to such prepayment, redemption, purchase, defeasance, cancellation or other satisfaction as if such prepayment, redemption, purchase, defeasance, cancellation or other satisfaction had occurred on the first day of the applicable period, shall not be greater than 4.00:1.00, making prepayments, redemptions, purchases, defeasances, cancellations or other satisfaction of Indebtedness, (x) (A) payments of principal on Indebtedness incurred under, and in accordance with, Section 7.02(q), so long as (x) no Specified Default is continuing at the time of such payment or would result therefrom and (y) after giving Pro Forma effect to such payments, the Loan Parties shall have Liquidity of no less than \$1,000,000; and (B) regularly scheduled payments of interest up to 10.0% per annum with respect to any Indebtedness incurred under, and in accordance with Section 7.02(q)(ii) and (iii), so long as no Specified Default is continuing at the time of such payment or would result therefrom, (xi) [reserved], (xii) the conversion of any Indebtedness to Equity Interests (other than Disqualified Stock) of the Borrowers or any of its direct or indirect parent companies that are not Loan Parties, or (xiii) other repayments, redemptions, prepayments, or any other settlements of Indebtedness expressly permitted to be paid under the applicable subordination or intercreditor agreement relating to such Indebtedness, or (b) amend, modify, waive, supplement or change in any manner that is material and adverse to the interests of the Lenders any term or condition of any Junior Debt (i) in the case of any such Indebtedness that is subordinated in right of payment or security to the Obligations, in a manner that is prohibited by the applicable subordination agreement or subordination arrangements, or (ii) in the case of any other Junior Debt in excess of the Threshold Amount not described in the foregoing clause (i), in any manner that is materially adverse to the interests of the Lenders and the other Secured Parties.

7.13 Holding Company Status. With respect to Holdings, engage in any business activities other than (i) direct or indirect ownership of the Equity Interests of the Borrowers and the

Subsidiaries, (ii) activities incidental to the maintenance of its organizational existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of its Subsidiaries), (iii) performance of its obligations under the Loan Documents to which it is a party, (iv) the participation in tax, accounting and other administrative matters as a member of a consolidated, combined or similar group of companies including the Loan Parties, including compliance with applicable Laws and legal, tax and accounting matters related thereto and activities relating to its officers, directors, managers and employees, (v) the performance of obligations under and compliance with its Organizational Document or any applicable Law, (vi) the incurrence and payment of its operating and business expenses and any Taxes for which it may be liable, (vii) the consummation of the Transactions, (viii) the making of Restricted Payments to the extent permitted by this Agreement, (ix) the issuance, sale or repurchase of its Equity Interests and the receipt of capital contributions as and to the extent not prohibited by this Agreement (including in respect of Specified Equity Contributions), (x) purchasing Qualified Capital Stock of the Borrowers, (xi) making capital contributions to the Borrowers, (xii) taking actions in furtherance of and consummating a Qualifying IPO, a Permitted Tax Reorganization or Permitted IPO Reorganization, and fulfilling all initial and ongoing obligations related thereto, (xiii) activities otherwise expressly permitted by this Agreement including the Transactions, (xiv) the entry into and performance of its obligations with respect to contracts and other arrangements, including the providing of indemnification to officers, managers, directors and employees, (xv) providing guaranties of any obligations of its Subsidiaries so long as such obligations are not prohibited by the terms hereof and (xvi) activities incidental to the businesses or activities described in clauses (i)-(xv) above.

7.14 Sanctions and other Anti-Terrorism Laws. (i) Become a Prohibited Person or allow any employees, officers, directors, affiliates, consultants, brokers, or agents acting on its behalf in connection with this Agreement to become a Prohibited Person; (ii) directly, or with knowledge of senior management of the Borrowers, indirectly through a third party, engage in any transactions or other dealings with or for the benefit of any Prohibited Person or Sanctioned Country, including any use of the proceeds of the Loans to fund any operations in, finance any investments or activities in, or, make any payments to, a Prohibited Person or Sanctioned Country; (iii) repay the Loans with Embargoed Property or funds derived from any unlawful activity; (iv) permit any Collateral to become Embargoed Property; or (v) cause any Lender or Agent to violate any Anti-Terrorism Laws.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. On or after the Closing Date, any of the following shall constitute an Event of Default (each, an “*Event of Default*”):

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) within five (5) Business Days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrowers fail to perform or observe any term, covenant or agreement contained in any of Sections 6.03(a), 6.05 (solely with respect to the existence of the Borrowers), 6.11, 6.17(e), 6.18 or Article VII; provided that an Event of Default under Section 7.10(a) is subject to cure pursuant to Section 7.10(b) then an Event of Default with respect to Section 7.10(a) shall not occur until the expiration of the fifteenth (15th) Business Day after the date on which financial statements are required to be delivered pursuant to Section 6.01(a) or (b), as applicable, (ii) the Borrowers fail to perform or observe any term, covenant or agreement

contained in Section 6.01(a) and such failure continues for fifteen (15) Business Days after the date on which financial statements are required to be delivered pursuant to Section 6.01(a), (iii) the Borrowers fail to perform or observe any term, covenant or agreement contained in Section 6.01(b) and such failure continues for ten (10) Business Days after the date on which financial statements are required to be delivered pursuant to Section 6.01(b), or (iv) the Borrowers fail to perform or observe any term, covenant or agreement contained in Section 6.02(a) and such failure continues unremedied for thirty (30) days after the earlier of any Responsible Officer of a Borrower having knowledge thereof or written notice from the Administrative Agent to the Borrower Representative; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after written notice thereof from the Administrative Agent to the Borrower Representative (which notice shall also be given at the request of any Lender); or

(d) Representations and Warranties. Any representation, warranty or certification made or deemed made by or on behalf of the Borrowers or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect (or with respect to any representation, warranty or certification qualified by materiality, in any respect) when made or deemed made, subject to, in the case of any representation, warranty or certification made after the Closing Date only, a 30 day grace period after written notice thereof from the Administrative Agent to the Borrower Representative (which notice shall also be given at the request of any Lender) to the extent capable of being cured; or

(e) Cross-Default and Cross-Acceleration. (i) Any Loan Party or any Restricted Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such payment is not made within any applicable grace period, in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement or indenture) for purposes of this clause (A) of more than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) of more than the Threshold Amount or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become immediately due and payable, repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which any Borrower or any Restricted Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which any Borrower or any Restricted Subsidiary is an Affected Party (as defined in such Swap Contract) and, in either event, the Swap Termination Value owed by the Loan Party or such Restricted Subsidiary as a result thereof is greater than the Threshold Amount; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Restricted Subsidiary (other than any Immaterial Subsidiary) institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undischarged or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) [Reserved];

(h) Judgments. There is entered against any Loan Party or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer or other third party has been notified of the potential claim and does not dispute coverage or the indemnity or reimbursement obligation with respect thereto, as applicable) and (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of sixty (60) consecutive days during which such judgment remains undischarged, unpaid, unvacated, unstayed, or unbonded or a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. An ERISA Event shall have occurred that, when taken with all other such ERISA Events, results in liability of the Borrowers (including any liability arising indirectly from an ERISA Affiliate) in an aggregate amount that would reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidation of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any material provision of any Loan Document; or any Loan Party denies (in writing) that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Document. Any Collateral Document after delivery thereof pursuant to Section 4.01 or 6.12 shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority (subject to Permitted Liens) lien on and security interest in a material portion of the Collateral purported to be covered thereby, except as a result of the action or inaction of Collateral Agent or Administrative Agent or any Lender, or any Loan Party contests (in writing) in any manner the validity, perfection or priority of any lien or security interest in the Collateral purported to be covered thereby (unless a Borrower or a Subsidiary Guarantor, as applicable, has failed to promptly take action requested by the Administrative Agent to cause such security interest to be a valid and perfected first priority Lien); or

(m) Intercreditor Agreements. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute “Senior Obligations” (or analogous term)

under any intercreditor agreement, or any intercreditor agreement being invalidated or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto; or the Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any Indebtedness contractually subordinated to the Obligations in excess of the Threshold Amount or any such subordination provision being invalidated or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto.

8.02 Remedies Upon Event of Default. (a) If any Event of Default occurs and is continuing, the Administrative Agent may, and at the request of the Required Lenders, shall take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare any or all of the unpaid principal amount of all outstanding Loans, any or all interest accrued and unpaid thereon, and any or all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers (to the extent permitted by applicable law);

(iii) require that the Borrowers Cash Collateralize the L/C Obligations; and

(iv) exercise on behalf of itself, the other Agents and the Lenders all rights and remedies available to it, the other Agents and the Lenders under the Loan Documents and applicable law;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrowers under the Bankruptcy Code of the United States or any other Debtor Relief Laws, the obligation of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of any Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the provisos to Section 8.02), any amounts received by the Administrative Agent and/or Collateral Agent on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest but including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Agents in their capacities as such ratably among them in proportion to the amounts described in this clause First payable to them;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders, the L/C Issuers, the Bank Product Providers and the Hedge Banks (including fees, charges and disbursements of counsel to the respective

Lenders, the L/C Issuers, the Bank Product Providers and the Hedge Banks), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, L/C Borrowings and other Obligations, and to payment of premiums and other fees (including any interest thereon) under any Bank Product Agreements and Secured Hedge Agreements, ratably among the Lenders, the L/C Issuers, such Bank Product Providers and such Hedge Banks in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings and settlement amounts and other termination payment obligations under Bank Product Agreements and Secured Hedge Agreements and to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among the Lenders, the L/C Issuers, such Bank Product Providers and such Hedge Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Agents and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Agents and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full (excluding, for this purpose, any Unaccrued Indemnity Claims), to the Borrowers or as otherwise required by Law.

Subject to Section 2.03(e), amounts used to Cash Collateralize 103.00% of the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above, and thereafter applied as provided in clause Last above. Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section 8.03.

ARTICLE IX AGENTS

9.01 Authorization and Action. Each Lender (in its capacities as a Lender, an L/C Issuer or Swing Lender (if applicable) and on behalf of itself and its Affiliates as potential Bank Product Providers and Hedge Banks) hereby irrevocably appoints BMO to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents for the benefit of the Secured Parties and BMO to act on its behalf as the Collateral Agent hereunder and under the other Loan Documents for the benefit of the Secured Parties and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the other Loan Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement or collection of the Notes), no Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or, if required hereby, all Lenders), and such instructions shall be binding upon all Lenders and all holders of Notes; provided, however, that no Agent shall be required to take any action that exposes such Agent to personal liability or that is contrary to this Agreement or applicable law. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to any Agent is not intended to

connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

9.02 Agent's Reliance, Etc. Neither any Agent nor any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with the Loan Documents, except for its or their own gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the generality of the foregoing, each Agent: (a) may treat the payee of any Note as the holder thereof until, in the case of the Administrative Agent, the Administrative Agent receives and accepts an Assignment and Assumption entered into by the Lender that is the payee of such Note, as assignor, and an Eligible Assignee, as assignee, or, in the case of the Collateral Agent, such Agent has received notice from the Administrative Agent that it has received and accepted such Assignment and Assumption, in each case as provided in Section 10.06; (b) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (c) makes no warranty or representation to any Secured Party and shall not be responsible to any Secured Party for any statements, warranties or representations (whether written or oral) made in or in connection with the Loan Documents; (d) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Loan Document on the part of any Loan Party or the existence at any time of any Default under the Loan Documents or to inspect the property (including the books and records) of any Loan Party, and shall be deemed to have no knowledge of any Default or Event of Default unless such Agent shall have received notice thereof in writing from a Lender or a Loan Party stating that a Default or Event of Default has occurred and specifying the nature thereof; (e) shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; and (f) shall incur no liability under or in respect of any Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by facsimile, electronic mail or Internet or intranet posting or other distribution) believed by it to be genuine and signed or sent by the proper party or parties. Without limitation on any other provision hereof, neither Agent shall be deemed to have notice or knowledge of an Event of Default unless written notice thereof has been received from the Borrowers or any Lender.

9.03 No Reliance on Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "**CIP Regulations**"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such Anti-Terrorism Laws.

9.04 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on the financial statements referred to in Section 6.01 and such other 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 any 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 action under this Agreement.

9.05 Indemnification of Agents.

(a) Each Term Lender severally agrees to indemnify each Agent or any Related Party and each Revolving Credit Lender severally agrees to indemnify each Agent, any L/C Issuer or any Related Party (in each case, to the extent not reimbursed by the Borrowers) from and against such Lender's Applicable Percentage (to be determined on the basis of the sum of (i) the Outstanding Amount of all Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations outstanding at such time) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits or other proceedings, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Agent, such L/C Issuer or any Related Party in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent, such L/C Issuer or any Related Party under the Loan Documents (collectively, the "*Indemnified Costs*"); provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits or other proceedings, costs, expenses or disbursements resulting from such Agent's, such L/C Issuer's or any Related Party's gross negligence, bad faith or willful misconduct as found in a final non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Lender agrees to reimburse each Agent, any L/C Issuers or any Related Party promptly upon demand for its Applicable Percentage of any costs and expenses (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrowers under Section 10.04, to the extent that such Agent, the L/C Issuers or any Related Party is not promptly reimbursed for such costs and expenses by the Borrowers. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 9.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. The obligations of the Lenders under this subsection (a) are subject to the provisions of Section 2.12(d).

(b) The failure of any Lender to reimburse any Agent, the L/C Issuers or any Related Party, as the case may be, promptly upon demand for its Applicable Percentage of any amount required to be paid by the Lenders to such Agent, the L/C Issuers, or any Related Party, as the case may be, as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent, the L/C Issuers, or Related Party, as the case may be, for its Applicable Percentage of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent, the L/C Issuers, or Related Party, as the case may be, for such other Lender's Applicable Percentage of such amount. Without prejudice to the survival of any other agreement of any Lender hereunder, the agreement and obligations of each Lender contained in this Section 9.05 shall survive the Termination Date.

9.06 Successor Agents. Any Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Agent (which, unless a Specified Default has occurred and is continuing at the time of such appointment, shall be reasonably acceptable to the Borrower Representative). If no successor Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, which, unless a Specified Default shall have occurred and is continuing, shall be reasonably acceptable to the Borrower Representative and which shall be a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States and having a combined capital and surplus of at least

\$250,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent and, in the case of a successor Collateral Agent, upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Collateral Documents, such successor Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under the Loan Documents (if not already discharged therefrom as provided below in this Section). If within 30 days after written notice is given of the retiring Agent's resignation under this Section 9.06 no successor Agent shall have been appointed and shall have accepted such appointment, then on such 30th day (a) the retiring Agent's resignation shall become effective, (b) the retiring Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (c) the Required Lenders shall thereafter perform all duties of the retiring Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent as provided above. After any retiring Agent's resignation hereunder as Agent shall have become effective, the provisions of this Article IX shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

9.07 Arrangers Have No Liability. It is understood and agreed that the Arrangers and their respective Affiliates shall not have any duties, responsibilities or liabilities under or in respect of this Agreement or any other Loan Document whatsoever.

9.08 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Agents and the other Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Agents and the other Secured Parties and their respective agents and counsel and all other amounts due the Lenders and the Agents under Sections 2.03(j), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due the Agents under Sections 2.09 and 10.04.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or

any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar requirements of Laws in any other jurisdictions to which a Loan Party is subject or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable requirements of Laws. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof, shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a) through (j) of Section 10.01 of this Agreement), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata, and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

9.09 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Collateral Agent and the Administrative Agent to, and each of the Collateral Agent and the Administrative Agent shall:

(a) release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the latest of (A) the Termination Date, and (B) the Latest Maturity Date and the expiration or termination of the Commitments, (ii) that is sold or otherwise transferred or to be sold or otherwise transferred as part of or in connection with any sale or transfer permitted hereunder or under any other Loan Document, (iii) becomes or is deemed to be Excluded Property or (iv) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders;

(b) release any Guarantor from its obligations under the applicable Guaranty if such Person ceases to be a Restricted Subsidiary or becomes an Excluded Subsidiary as a result of a transaction permitted hereunder; provided, that notwithstanding the foregoing, in the case of a Disposition, Restricted Payment or Investment of less than all of the Equity Interests of a Guarantor, a Guarantor shall not cease to be a Guarantor solely as a result of becoming a non-wholly owned Subsidiary as a result of such Disposition, Restricted Payment or Investment unless (A) the applicable transaction is entered into for a bona fide business purpose and, not for the primary purpose of causing the release of such Guarantor from its obligations under the Loan Documents,

(B) such Subsidiary shall become a bona fide joint venture with a Person that is not an Affiliate of a Loan Party and (C) at the time of such release and immediately after giving effect thereto on a Pro Forma Basis, the Fair Market Value of such Subsidiary is deemed (and shall be deemed) to be an Investment by the Borrower in such Subsidiary and such Investment is permitted by the Loan Documents; and

(c) subordinate any Lien on any property granted or held by the Collateral Agent under any Loan Document to the holder of any purchase money Lien on such property that is permitted by Section 7.01(h).

Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders (or, if necessary, all Lenders) will confirm in writing the authority of the Agents to release its interest in particular types or items of property, or to release any Guarantor from its obligations under the applicable Guaranty pursuant to this Section 9.09. In each case as specified in this Section 9.09, the Administrative Agent and the Collateral Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such items of Collateral from the assignment and security interest granted under the Collateral Documents, or to release such Guarantor from its obligations under the applicable Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.09.

9.10 Withholding Tax. To the extent required by any applicable Laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 3.01, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 9.10. The agreements in this Section 9.10 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, for purposes of this Section 9.10, the term "Lender" includes an L/C Issuer.

9.11 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be

expressly provided for herein or in the other Loan Documents); provided that an Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability that is contrary to, or not contemplated by, any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity.

9.12 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of such Agent and any such sub-agent. Each Agent shall not be responsible for the negligence or misconduct of its sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub agents.

9.13 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable, and the conditions of such exemption have been satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in,

administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (a) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, the Borrowers and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that none of the Administrative Agent, the Arrangers or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

9.14 Additional Secured Parties. The benefit of the provisions of the Loan Documents directly relating to the Collateral or any Lien granted thereunder shall extend to and be available to any Secured Party that is not an Agent, a Lender or an L/C Issuer as long as, by accepting such benefits, such Secured Party agrees, as among the Administrative Agent and all other Secured Parties, that such Secured Party is bound by (and shall confirm such agreement in a writing in form and substance acceptable to the Administrative Agent or the Collateral Agent) this Article IX and the decisions and actions of the Administrative Agent, the Collateral Agent and the Required Lenders (or, where expressly required by the terms of this Agreement, a greater proportion of the Lenders or other parties hereto as required herein) to the same extent a Lender is bound; *provided, however*, that, notwithstanding the foregoing, (a) such Secured Party shall be bound by Section 9.05 only to the extent of liabilities, costs and expenses with respect to or otherwise relating to the Collateral, (b) each of the Administrative Agent, Collateral Agent and Lenders shall be entitled to act without regard to the interest of such Secured Party, regardless of whether any Obligation to such Secured Party thereafter remains outstanding, is deprived of the benefit of the Collateral, becomes unsecured or is otherwise affected or put in jeopardy thereby, and without any duty or liability to such Secured Party or any such Obligation and (c) except as otherwise set forth herein, such Secured Party shall not have any right to be notified of, consent to, direct, require or be heard with respect to, any action taken or omitted in respect of the Collateral or under any Loan Document.

9.15 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, L/C Issuer or Secured Party, or any Person who has received funds on behalf of a Lender, L/C Issuer or Secured Party (any such Lender, L/C Issuer, Secured Party or other recipient, a "**Payment Recipient**") within fifteen (15) Business Days of the receipt of such funds that the Administrative Agent has determined in its sole 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, L/C 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), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, L/C 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 three (3) Business Days 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 reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice from the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) The parties hereto hereby agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other loan 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 loan party for the purpose of making such Erroneous Payment.

(c) 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.

(d) Each party’s obligations under this Section 9.15 shall survive the resignation or replacement of the Administrative Agent, the termination of all of the commitments and/or repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X MISCELLANEOUS

10.01 Amendments, Etc. No amendment, modification (including any forbearance or settlement), waiver, supplement or change of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrowers or any other Loan Party therefrom, shall be effective unless, in the case of this Agreement, pursuant to a written agreement signed by the Required Lenders (or by the Administrative Agent or the Collateral Agent with the consent of the Required Lenders) (other than with respect to any amendment, modification or waiver contemplated in clauses (a) through (g) and (k) in the following proviso, which shall only require the consent of the Lenders expressly set forth therein and not the Required Lenders) and the Borrowers or, in the case of any other Loan Document, pursuant to a written agreement signed by the Borrowers and each applicable Loan Party and acknowledged by the Administrative Agent or the Collateral Agent, as applicable (in each case, acting pursuant to the written direction of the Required Lenders), and each such amendment, modification, waiver, supplement or change

shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, modification, waiver, supplement or change shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.01 or 4.02 or the waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date scheduled for any payment of principal or interest or fees under Section 2.07, 2.08 or 2.09 without the written consent of each Lender directly and adversely affected thereby (provided that the consent of each Lender of a Class shall be required to extend the Maturity Date for the Facility of such Class), it being understood that none of the following will constitute a postponement of any date scheduled for, or a reduction in the amount of, any payment of principal, interest or fees: (i) the waiver of (or amendment to the terms of) any mandatory prepayment of the Loans, (ii) the waiver of any Default or Event of Default, and (iii) any change to the definition of “Consolidated First Lien Net Leverage Ratio,” “Consolidated Secured Net Leverage Ratio” or “Consolidated Net Leverage Ratio,” or, in each case, in the component definitions thereof;

(c) reduce or forgive the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender directly and adversely affected thereby, it being understood that none of the following will constitute a reduction in any rate or interest: any change to the definition of “Consolidated First Lien Net Leverage Ratio,” “Consolidated Secured Net Leverage Ratio” or “Consolidated Net Leverage Ratio,” or, in each case, in the component definitions thereof; provided, however, that only the consent of the Required Lenders (and the Required Revolving Credit Lenders with respect to the Revolving Credit Borrowing) shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrowers to pay any amount at the Default Rate and such waiver shall not constitute a reduction of the rate of interest hereunder;

(d) (i) change the provisions of Section 2.05(b), Section 2.05(c), Section 2.06(b), Section 2.06(c), Section 2.12, Section 2.13 or Section 8.03, respectively, in any manner that would alter the pro rata sharing of payments, the priority of application of the proceeds of Collateral or the pro rata treatment (including offers required to be made ratably) of the Lenders required thereby, or change any other provision of this Agreement or any of the other Loan Documents that addresses such matters, or in any other manner that materially and adversely affects the Lenders under such Facilities, in each case, without the written consent of each Lender directly and adversely affected thereby or (ii) change Section 2.13 in a manner that would alter the order of or the *pro rata* sharing of payments or setoffs required thereby, without the written consent of each Lender directly and adversely affected thereby;

(e) change any provision of this Section 10.01 or the definition of “Required Lenders”, “Required Revolving Credit Lenders” or “Required Term Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, other than to increase such percentage or number or to grant any additional Lender (or group of Lenders) additional rights (for the avoidance of doubt, without restricting, reducing or otherwise modifying any existing rights of Lenders) to waive, amend or

modify or make any such determination or grant any such consent;

(f) [reserved];

(g) amend, waive or otherwise modify any term or provision of the Loan Documents that affect solely the Lenders under the applicable Term Facility or the Revolving Credit Facility or, with respect to any Incremental Commitment Amendment, any Incremental Loans of a Class (including, without limitation, waiver or modification of the conditions to borrowing and pricing), will require only the consent of the Lenders holding more than 50.0% of the aggregate commitments and/or loans, as applicable, under such Term Facility or Revolving Credit Facility or Incremental Loans (including commitments in respect thereof);

(h) unless otherwise permitted by Section 7.04 or Section 7.05, release all or substantially all of the Collateral in any transaction or series of related transactions without the written consent of each Lender;

(i) unless otherwise permitted by Section 7.04 or Section 7.05, release all or substantially all of the value of the Guaranties, without the written consent of each Lender;

(j) subordinate the Obligations (or any Liens of the Collateral Agent securing the Obligations) to any other Indebtedness (or Liens securing such Indebtedness), including pursuant to Article IX hereof, in each case without the written consent of each Lender directly and adversely affected thereby; and

(k) in connection with an amendment that addresses solely a repricing transaction in which any Class of Term Loans is refinanced with a replacement Class of term loans or delayed draw loans, as applicable, bearing (or is modified in such a manner such that the resulting term or delayed draw loans bear) a lower Effective Yield, only the consent of the Term Lenders holding Term Loans subject to such permitted repricing transaction that will continue as a Term Lender in respect of the repriced tranche of Term Loans or modified Term Loans; provided that no such agreement shall directly adversely amend or modify the rights or duties of the Administrative Agent, the Collateral Agent, any Swing Lender or any L/C Issuer without the prior written consent of the Administrative Agent, the Collateral Agent, any Swing Lender or any L/C Issuer, as the case may be.

and provided further that, without limiting any requirement that the same be signed or executed by any Borrower or any other applicable Loan Party, (i) no amendment, modification, waiver, supplement or change shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, directly and adversely affect the rights or duties of the L/C Issuers under this Agreement or any L/C Related Document relating to any Letter of Credit issued or to be issued by it, including any amendment of this Section 10.01 and no amendment, modification, waiver, supplement or change shall, unless in writing and signed by the Swing Lenders in addition to the Lenders required above, directly and adversely affect the rights or duties of the Swing Lenders under this Agreement relating to any Swing Loan made by it, including any amendment of this Section 10.01, (ii) no amendment, modification, waiver, supplement or change to this Agreement or any other Loan Document shall alter the ratable treatment of Obligations arising under the Loan Documents and Obligations arising under Bank Product Agreements or Secured Hedge Agreements or the definition of “Bank Product”, “Bank Product Agreement”, “Bank Product Obligations”, “Bank Product Provider”, “Hedge Bank”, “Swap Contract”, “Secured Hedge Agreement”, “Secured Hedging Obligations”, “Obligations” or “Secured Parties” in each case in a manner materially adverse, in the aggregate, to any Bank Product Provider or Hedge Bank, as applicable, without the written consent of such Bank Product Provider or Hedge Bank, as applicable; (iii) no amendment, modification, waiver,

supplement or change shall, unless in writing and signed by an Agent in addition to the Lenders required above, directly and adversely affect the rights or duties of, or any fees or other amounts payable to, such Agent under this Agreement or any other Loan Document; (iv) Section 10.06(k) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; (v) the Fee Letter may be amended, restated, amended and restated, modified, supplemented or changed, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (vi) the Letter of Credit Sublimit may be increased with only the consent of the L/C Issuers and (vii) the Swingline Sublimit may be increased with only the consent of the Swing Lenders. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, waiver, supplement or change hereunder (and any amendment, modification, waiver, supplement or change 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 Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any amendment, modification, supplement, waiver or change requiring the consent of all Lenders or each affected Lender that by its terms adversely affects any Defaulting Lender disproportionately to the other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) (i) as provided in Section 2.14(e), Section 2.17(c) and Section 2.18(a) and (ii) with the written consent of the Required Lenders and the Borrower Representative (a) to add one or more additional credit facilities to this Agreement (the proceeds of which may be used to refinance any Facility hereunder) and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Obligations and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders (other than for purposes of the amendment adding such credit facilities).

Notwithstanding the foregoing, this Agreement and any other Loan Document may be amended solely with the consent of the Administrative Agent and the Borrowers without the need to obtain the consent of any other Lender if such amendment is delivered in order (x) to correct or cure ambiguities, errors, omissions, defects, (y) to effect administrative changes of a technical or immaterial nature or (z) incorrect cross references or similar inaccuracies in this Agreement or the applicable Loan Document, in each case and the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof. Guarantees, collateral documents, security documents, intercreditor agreements, and related documents executed in connection with this Agreement may be in a form reasonably determined by the Administrative Agent or Collateral Agent, as applicable, and may be amended, modified, terminated or waived, and consent to any departure therefrom may be given, without the consent of any Lender if such amendment, modification, waiver or consent is given in order to (x) comply with local law or advice of counsel or (y) cause such guarantee, collateral document, security document or related document to be consistent with or to give effect to or to carry out the purpose of this Agreement and the other Loan Documents.

10.02 Notices and Other Communications; Facsimile Copies.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail address as follows and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

- (i) if to the Borrower Representative, the Administrative Agent or an L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and
- (ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or an L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower Representative 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.

Each Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders and the L/C Issuers materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, the “**Borrower Materials**”) by posting the Borrower Materials on Intralinks or another similar electronic system (the “**Platform**”) and (b) certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers, their Subsidiaries or their respective securities) (each, a “**Public Lender**”). Each Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrowers, their Subsidiaries or their respective securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Investor;” and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not marked as “Public Investor.” Notwithstanding the foregoing, the following Borrower Materials shall be marked “PUBLIC”, unless the Borrower Representative notifies the Administrative Agent promptly that any such document contains material non-public information: (1) the Loan Documents and (2) notification of changes in the terms of the Facility.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to communications that are not made available through the “Public Side

Information” portion of the Platform and that may contain material non-public information with respect to the Borrowers, their Subsidiaries or their respective securities for purposes of United States Federal or state securities laws.

Unless the 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 acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Each Borrower, the Administrative Agent and the L/C Issuers may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile, electronic mail address or telephone number for notices and other communications hereunder by notice to the Borrower Representative, the Administrative Agent and the L/C Issuers.

(d) Reliance by Administrative Agent, L/C Issuers and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Borrower or the Borrower Representative even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify the Administrative Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower or the Borrower Representative. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.04 Expenses; Indemnity; Damage Waiver; No Liability of the L/C Issuers.

(a) Costs and Expenses. The Borrowers agree to pay (i) all reasonable and documented out-of-pocket costs and expenses of the Arrangers and each Agent and their respective Affiliates and each L/C Issuer in connection with the preparation, execution, delivery, administration, modification and amendment (or proposed modification or amendment) of, or any consent or waiver (or proposed consent or waiver) under, the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated) (including, without limitation, (A) all reasonable and documented out-of-pocket due diligence, collateral review, arrangement, syndication, transportation, computer, duplication, appraisal, audit, insurance, consultant (if

consented to by the Borrowers), search, filing and recording fees and expenses and (B) the reasonable fees and expenses of counsel for each Agent, the Arrangers and each L/C Issuer with respect thereto, with respect to advising such Agent, the Arrangers and such L/C Issuer as to its rights and responsibilities and ongoing administration of the Loan Documents, or the perfection, protection, interpretation or preservation of rights or interests, under the Loan Documents, with respect to negotiations with any Loan Party or with other creditors of any Loan Party or any of its Subsidiaries and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto), (ii) all reasonable and documented out-of-pocket costs and expenses incurred by each L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (iii) all reasonable and documented out-of-pocket costs and expenses of each Agent, the Arrangers, each L/C Issuer and each Lender in connection with the enforcement or protection of its rights in connection with the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally, and all reasonable and documented out-of-pocket costs and expenses of each Agent and its Affiliates, the Arrangers, each L/C Issuer and each Lender with respect to any negotiations arising out of any Default (including, without limitation, the fees and expenses of counsel for each Agent, the Arrangers, each L/C Issuer and each Lender with respect thereto); provided that the Borrowers shall not be required to reimburse the legal fees and expenses of more than one primary outside counsel for the Term Lenders, one primary counsel for the Revolving Credit Lenders, one local counsel in each relevant local jurisdiction and, solely in the case of an actual or perceived conflict of interest, one additional primary outside counsel and local counsel in each relevant jurisdiction to each group of similarly affected indemnified persons, taken as a whole, for all Persons indemnified under this Section 10.04(a) (which shall be selected by the Required Lenders). Notwithstanding the foregoing, this Section 10.04(a) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(b) Indemnification by the Borrowers. The Borrowers shall indemnify the Arrangers, the Administrative Agent (and any sub-agent thereof), each Agent, each Lender and each L/C Issuer, and each Related Party of any of the foregoing Persons and their respective successors and permitted assigns (each such Person being called an "*Indemnitee*") against, and hold each Indemnitee harmless from, any and all actual losses (other than lost profit), claims, damages, liabilities, costs and related reasonable and documented out-of-pocket expenses (including the reasonable fees, charges and disbursements of one primary counsel, one local counsel in each relevant jurisdiction and, solely in the case of an actual or perceived conflict of interest, one additional primary counsel and one local counsel in each relevant jurisdiction to each group of similarly affected Indemnitees, taken as a whole), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by or against the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of (A) the Fee Letter, (B) this Agreement, (C) any other Loan Document or (D) any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby and the contemplated use of the proceeds of Credit Extensions hereunder, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials at, on, under or from any property currently or formerly owned or operated by the Borrowers or any Restricted Subsidiary, or any Environmental Liability, in each case related to the operations of the Borrowers or any Restricted Subsidiary, (iv) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation

of any Anti-Terrorism Laws by any Loan Party or any Affiliate or Subsidiary of any Loan Party, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrowers or any other Loan Party or any of the Borrowers' or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) result from disputes that do not involve an act or omission by the Borrowers or any of their Affiliates and that is between and among Indemnities (other than in any Indemnitee's capacity as the Arrangers or an Agent or any other similar role with respect to the Facilities and claims arising out of any action or omission of the Borrowers or any of their Affiliates), (y) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (I) the gross negligence, bad faith or willful misconduct of such Indemnitee (or any of its Subsidiaries or other Affiliates or their respective officers, directors, employees, agents, members or controlling persons) or (II) a material breach of any Loan Document by such person or (z) any settlement entered into by such Person without the Borrower Representative's written consent (not to be unreasonably withheld, conditioned or delayed). This Section 10.04(b) shall not apply with respect to Indemnified Taxes or Excluded Taxes and shall only apply to Taxes that represent losses, claims, damages, etc. arising from a non-Tax claim.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim against any Indemnitee or other party hereto, 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 Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof, provided, that nothing contained in this sentence shall limit the Borrowers' indemnification obligations pursuant to Section 10.04(b). No Indemnitee referred to in subsection (b) above 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 Loan Documents or the transactions contemplated hereby or thereby.

(d) No Liability of the L/C Issuers. As against the L/C Issuers, the Agents and the Lenders, the Borrowers assume all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to its use of such Letter of Credit. Neither the L/C Issuers nor any of their officers or directors shall be liable or responsible for: (i) the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by the L/C Issuers against presentation of documents that do not comply with the terms of a Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (iv) any other circumstances whatsoever in making or failing to make payment under any Letter of Credit, except that the Borrowers shall have a claim against an L/C Issuer, and such L/C Issuer shall be liable to the Borrowers, to the extent of any direct, but not consequential, damages suffered by any Borrower that such Borrower proves were caused by (A) such L/C Issuer's willful misconduct, bad faith or gross negligence as determined in a final, non-appealable judgment by a court of competent jurisdiction or (B) such L/C Issuer's grossly negligent or willful failure to make lawful payment under a Letter of Credit

after the presentation to it of a draft and certificates strictly complying with the terms and conditions of the Letter of Credit, as determined in a final, non-appealable judgment by a court of competent jurisdiction. In furtherance and not in limitation of the foregoing, each L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

(e) If any Loan Party fails to pay when due (and following any applicable grace period) any costs, expenses or other amounts payable by it under any Loan Document, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

(f) Payments. All amounts due under this Section 10.04 shall be payable not later than thirty (30) days after receipt of written demand therefor.

(g) Survival. The agreements in this Section 10.04 shall survive the resignation of the Administrative Agent and any L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers or any other Loan Party is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate *per annum* equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and each L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrowers, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns.

(b) Each Lender may assign to one or more assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) to any Eligible Assignee; provided, however, that (i) such assignment must be consented to by the Administrative Agent (which consent may not be unreasonably withheld, conditioned or delayed) (unless such assignment is an assignment of Term Loans to an existing Term Lender, an Affiliate of a Term Lender or an Approved Fund, in which case, only an acknowledgement by the Administrative Agent shall be required), (ii) in the case of any assignments of Term Loans, the Borrower Representative must give its prior written consent to such assignment (which consent with respect to proposed assignees that are not Excluded Lenders

shall not be unreasonably withheld, conditioned or delayed), (iii) in the case of any assignment of a Revolving Credit Commitment and/or Outstanding Amounts under the Revolving Credit Facility, each of the L/C Issuers and the Borrower Representative must give its prior written consent to such assignment (which consent with respect to proposed assignees that are not Excluded Lenders shall not be unreasonably withheld, conditioned or delayed); provided that, in the case of the foregoing clauses (ii) and (iii), the consent of the Borrower Representative shall not be required with respect to any such assignment (A) during the continuance of a Specified Default or (B) to a Lender or an Affiliate of a Lender or an Approved Fund, in each case other than any assignment to an Excluded Lender; and provided, further, that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof (other than with respect to a proposed assignment to an Excluded Lender, which shall be invalid regardless of whether any such prior written consent shall have been received), (iv) the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 (or, if less, the entire remaining amount of such Lender's Commitment or Loans under the applicable Facility) and shall be in an amount that is an integral multiple of \$1,000,000 (or the entire remaining amount of such Lender's Commitment or Loans under such Facility), provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single assignee (or to an assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met, (v) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent and shall be deemed automatically waived in the case of an assignment to an Affiliate of a Lender or an Approved Fund) and (vi) the assignee, if it shall not be a Lender immediately prior to the assignment, shall deliver to the Administrative Agent an Administrative Questionnaire and the applicable tax forms described in Section 3.01(e). Upon acceptance and recording pursuant to subsection (g) of this Section 10.06, from and after the effective date specified in each Assignment and Assumption (in each case, to the extent the proposed assignment is not to an Excluded Lender), (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and (B) the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04 and 10.04, as well as to any fees accrued for its account and not yet paid).

In connection with any assignment of rights and obligations of any Defaulting 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 Borrower Representative and the Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full *pro rata* share of

all Loans and participations in Letters of Credit in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting 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 Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) (i) Subject to Section 10.06(b) and this Section 10.06(c), any Term Lender shall have the right at any time to assign (through open market purchases on a non-pro rata basis or pursuant to an Offer Process) all or a portion of its Term Loans to (x) the Sponsor and their Non-Debt Fund Affiliates (the “**Sponsor Permitted Assignees**”) or (y) a Debt Fund Affiliate, in each case, to the extent (and only to the extent) that:

(A) (x) with respect to an assignment to a Sponsor Permitted Assignee, the aggregate principal amount of all Term Loans which may be assigned to the Sponsor Permitted Assignees shall in no event exceed, as calculated at the time of the consummation of any aforementioned assignments, 25.0% of the aggregate principal amount of the Term Loans then outstanding, (y) with respect to an assignment to a Debt Fund Affiliate, the aggregate principal amount of all Term Loans which may be assigned to Debt Fund Affiliates shall in no event exceed, as calculated at the time of the consummation of any aforementioned assignments, 49.9% of the aggregate amount of the Term Loans then outstanding and (z) for any calculation of Required Lenders, the Loans of Debt Fund Affiliates may not, in the aggregate, account for more than 49.9% of the Loans in determining whether the Required Lenders have consented to any amendment or waiver;

(B) for the avoidance of doubt, Lenders shall not be permitted to assign Revolving Credit Commitments or Revolving Credit Loans to a Sponsor Permitted Assignee or a Debt Fund Affiliate and any purported assignment of Revolving Credit Commitments or Revolving Credit Loans to a Sponsor Permitted Assignee or a Debt Fund Affiliate shall be null and void;

(C) with respect to an assignment to a Sponsor Permitted Assignee, the assigning Lender and the Sponsor Permitted Assignee purchasing such Lender’s Term Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit H hereto (a “**Sponsor Permitted Assignee Assignment and Assumption**”); and

(D) with respect to an assignment to a Sponsor Permitted Assignee, no Event of Default shall have occurred or be continuing at the time of such assignment.

(ii) Notwithstanding anything to the contrary in this Agreement, (x) no Sponsor Permitted Assignee shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent, Collateral Agent, any Agent or any Lender to which the Borrowers have not been invited, or (B) receive any information or material provided solely to Lenders by the Administrative Agent, the Collateral Agent, any Agent or any Lender or any communication by or among Administrative Agent, Collateral Agent, any Agent and/or one or more Lenders and (y) all Sponsor Permitted Assignees shall be treated as one Lender for all purposes under any proceeding under any Debtor Relief Law.

(iii) Notwithstanding anything in Section 10.06 or the definition of “Required Lenders” to the contrary (except as set forth in Section 10.06(c)(iv) below), for purposes of determining whether the Required Lenders have (A) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by

any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document, or (C) directed or required the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, the Loans of such Sponsor Permitted Assignee shall not be included in the calculation of Required Lenders (or to the extent any non-voting designation is deemed unenforceable for any reason, a Sponsor Permitted Assignee shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Sponsor Permitted Assignees); provided that no amendment, modification, waiver, consent or other action with respect to any Loan Document shall increase the Commitments of such Sponsor Permitted Assignee; extend the due dates for payments of interest and scheduled amortization (including at maturity) owed to any Sponsor Permitted Assignee; reduce the amounts owing to any Sponsor Permitted Assignee, or otherwise deprive such Sponsor Permitted Assignee of any payment to which it is entitled under any Loan Document, in each case without such Sponsor Permitted Assignee providing its consent and provided further that any Sponsor Permitted Assignee shall be permitted to vote on any matter that adversely affects any Sponsor Permitted Assignee as compared to other Lenders; and in furtherance of the foregoing, the Sponsor Permitted Assignee agrees to execute and deliver to the Administrative Agent any instrument reasonably requested by the Administrative Agent to evidence the voting of its interest as a Lender in accordance with the provisions of this Section 10.06(c); provided that if the Sponsor Permitted Assignee fails to promptly execute such instrument such failure shall in no way prejudice any of the Administrative Agent's or any Lender's rights under this paragraph and provided further that in the case of any amendment, modification, waiver, consent or other action immediately after giving effect to any voting nullification in respect of any Sponsor Permitted Assignee, if such vote is sufficient to effectuate any amendment, modification, waiver, consent or other action, such Sponsor Permitted Assignee shall be deemed to have voted affirmatively.

(iv) Each Sponsor Permitted Assignee, solely in its capacity as a Term Lender, hereby agrees, and each Sponsor Permitted Assignee shall provide a confirmation that, if the Borrowers or any Restricted Subsidiary shall be subject to any voluntary or involuntary proceeding commenced under any voluntary or involuntary bankruptcy, reorganization, insolvency or liquidation proceeding ("**Bankruptcy Proceedings**"), (i) such Sponsor Permitted Assignee shall not take any step or action in such Bankruptcy Proceeding to object to, impede, or delay the exercise of any right or the taking of any action by the Administrative Agent or the Collateral Agent (or the taking of any action by a third party that is supported by the Administrative Agent or the Collateral Agent) in relation to such Sponsor Permitted Assignee's claim with respect to its Loans (a "**Bankruptcy Claim**") (including objecting to any debtor in possession financing, use of cash collateral, grant of adequate protection, sale or Disposition, compromise, or plan of reorganization) so long as such Sponsor Permitted Assignee in its capacity as a Term Lender is treated in connection with such exercise or action on the same or better terms as the other Term Lenders and (ii) with respect to any matter requiring the vote of Term Lenders during the pendency of a Bankruptcy Proceeding (including voting on any plan of reorganization), the Term Loans held by such Sponsor Permitted Assignee (and any Bankruptcy Claim with respect thereto) shall be deemed to be voted in accordance with clause (iii) of this Section 10.06(c), so long as such Sponsor Permitted Assignee in its capacity as a Term Lender is treated in connection with the exercise of such right or taking of such action on the same or better terms as the other Term Lenders. For the avoidance of doubt, the Lenders and each Sponsor Permitted Assignee agree and acknowledge that the provisions set forth in this clause (iv) of Section 10.06(c), and the related provisions set forth in each Sponsor Permitted Assignee Assignment and Assumption, constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the United States Bankruptcy Code, and, as such, would be enforceable for all purposes in any case where a Loan Party has filed for protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors applicable to such Loan Party; provided, that notwithstanding anything to the contrary herein, each Sponsor Permitted Assignee will be entitled to vote in accordance with its sole discretion (and not be deemed to vote in the same proportion as Lenders that are not each Sponsor Permitted Assignees) in connection with any Bankruptcy Proceeding to the extent that such bankruptcy plan proposes

to treat any obligation under the Loan Documents held by such Sponsor Permitted Assignee in a manner that is less favorable to such Sponsor Permitted Assignee than the proposed treatment of similar obligations held by Lenders that are not Sponsor Permitted Assignees.

(v) (A) Each Sponsor Permitted Assignee hereby grants during the term of this Agreement to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) with full authority in the place and stead of the Sponsor Permitted Assignee and in the name of the Sponsor Permitted Assignee, from time to time in Administrative Agent's discretion, to take any action and to execute any document, agreement, certificate and instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of, or purpose of, this Section 10.06(c) and (B) each Loan Party hereby grants during the term of this Agreement to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) with full authority in the place and stead of the Loan Party and in the name of the Loan Party, from time to time in Administrative Agent's discretion, to take any action and to execute any document, agreement, certificate and instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of, or purpose of, this Section 10.06(c).

(vi) No Sponsor Permitted Assignee nor any of their respective Affiliates shall be required to make any representation that it is not in possession of any material non-public information with respect to the Borrowers or their Subsidiaries or their respective securities in connection with any assignment or purchase of Term Loans by a Sponsor Permitted Assignee, and all parties to the relevant assignment shall render customary "big-boy" disclaimer letters.

(vii) The Sponsor or any of their Debt Fund Affiliates or Non-Debt Fund Affiliates may (but shall not be required to) contribute any Term Loans acquired by the Sponsor or any of their Debt Fund Affiliates or Non-Debt Fund Affiliates to Holdings, the Borrowers or any of their Subsidiaries for purposes of cancelling such debt, which may include contribution (with the consent of the Borrower Representative) to the Borrowers (whether through any of its direct or indirect parent entities or otherwise), in exchange for indebtedness or equity securities of such parent entity or the Borrowers that are otherwise permitted to be issued by such entity or the Borrowers at such time.

(d) Notwithstanding anything to the contrary contained in this Section 10.06(d) or any other provision of this Agreement, each Lender shall have the right at any time to sell, assign or transfer all or a portion of its Term Loans owing to it to the Borrowers or any of their Subsidiaries on a non *pro rata* basis, subject to the following limitations:

(i) no Event of Default has occurred and is then continuing, or would immediately result therefrom;

(ii) the Borrowers or any of their Subsidiaries shall repurchase such Term Loans through either (y) conducting one or more modified Dutch auctions or other buy-back offer processes (each, an "**Offer Process**") with a third party financial institution as auction agent to repurchase all or any portion of the applicable Class of Loans provided that (A) notice of such Offer Process shall be made to all Term Lenders of the applicable Class and (B) such Offer Process is conducted pursuant to procedures mutually established by the Administrative Agent and the Borrower Representative which are consistent with this Section 10.06(d), or (z) open market purchases on a non-*pro rata* basis;

(iii) (v) with respect to all repurchases made by the Borrowers or any of their Subsidiaries pursuant to this Section 10.06(d), none of the Borrowers, any of their respective Subsidiaries or Affiliates shall be required to make any representations that the

Borrowers or such Subsidiary is not in possession of any material non-public information regarding the Borrowers, their Subsidiaries, their Affiliates or any of their respective securities or their assets, (w) the repurchases are in compliance with Sections 7.03 and 7.06 hereof, (x) the Borrowers or such Subsidiary shall not use the proceeds of any Revolving Credit Loans to acquire such Term Loans, (y) the assigning Lender and the Borrowers or such Subsidiary, as applicable, shall execute and deliver to the Administrative Agent an Assignment and Assumption in form and substance reasonably satisfactory to the Administrative Agent and (z) all parties to the relevant repurchases shall render customary “big-boy” disclaimer letters or any such disclaimers shall be incorporated into the terms of the Assignment and Assumption; and

(iv) following repurchase by the Borrowers or such Subsidiary pursuant to this Section, any Term Loans so repurchased shall, without further action by any Person, be deemed cancelled for all purposes and no longer outstanding (and may not be resold by the Borrowers or such Subsidiary), for all purposes of this Agreement and all other Loan Documents, including, but not limited to (1) the making of, or the application of, any payments to the Lenders under this Agreement or any other Loan Document, (2) the making of any request, demand, authorization, direction, notice, consent or waiver under this Agreement or any other Loan Document or (3) the determination of Required Lenders, or for any similar or related purpose, under this Agreement or any other Loan Document, and the Borrowers and such Subsidiary shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such repurchase (without limiting the foregoing, in all events, such Term Loans may not be resold or otherwise assigned, or subject to any participation, or otherwise transferred by the Borrowers or such Subsidiary). In connection with any Term Loans repurchased and cancelled pursuant to this Section 10.06(d)(iv), the Administrative Agent is authorized to make appropriate entries in the Register to reflect any such cancellation.

(e) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) 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 its Term Commitments and Revolving Credit Commitment, and the outstanding balances of its Term Loans and Revolving Credit Loans (and L/C Obligations, if any), in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Assumption; (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Assumption; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements referred to in Section 5.05 or delivered pursuant to Section 6.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (v) such assignee will independently and without reliance upon the Administrative Agent, the Collateral Agent, the Arrangers, such assigning Lender 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 action under this Agreement; (vi) such assignee

appoints and authorizes the Administrative Agent and the Collateral 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 and the Collateral Agent, respectively, by the terms hereof, together with such powers as are reasonably incidental thereto; (vii) 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 (including the documentation requirements set forth in Section 3.01(e)); and (viii) such assignee represents and warrants that it qualifies as an Eligible Assignee.

(f) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at its address referred to in Section 10.02 (or at such other address as the Administrative Agent may notify the Borrower Representative in writing) a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest thereon) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the “*Register*”). A Lender’s rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans) may be assigned in whole or in part only by registration of such assignment in the Register (and each Note shall expressly so provide). The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent, the L/C Issuers, the Swing Lenders, the Collateral Agent and the Lenders may 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, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower Representative, the Administrative Agent and its Affiliates, the Collateral Agent and its Affiliates, and, with respect to its own Loans or Letters of Credit, any Lender, Swing Lender or L/C Issuer, respectively, at any reasonable time and from time to time upon reasonable prior notice. The parties hereto acknowledge and agree that this Section 10.06(f) shall be interpreted such that the Loans (including the Notes evidencing such Commitments) are at all times maintained in “registered form” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code. The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Excluded Lenders. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is an Excluded Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Excluded Lender. Upon the request of any Lender in connection with an assignment or participation, the Administrative Agent shall provide such Lender with the list of Excluded Lenders.

(g) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, an Administrative Questionnaire and applicable tax forms as described in Section 3.01(e) completed in respect of the assignee (unless the assignee shall already be a Lender hereunder) and the written consent of the L/C Issuers, the Borrower Representative (in each case, to the extent required) and the Administrative Agent to such assignment, the Administrative Agent shall promptly (i) accept such Assignment and Assumption, (ii) record the information contained therein in the Register and (iii) give notice thereof to the L/C Issuers (in the case of an assignment of Revolving Credit Commitments or Revolving Credit Loans). No assignment shall be effective unless it has been recorded in the Register as provided in this subsection (g).

(h) Each Lender may, without the consent of the Borrowers, the L/C Issuers or the Administrative Agent sell participations to one or more banks or other entities (other than a Defaulting Lender, an Excluded Lender, any Borrower or any of their respective Subsidiaries and Affiliates, or a natural person) in all or a portion of its rights and obligations under this Agreement

(including all or a portion of its Commitment and the Loans); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 3.01 and 3.04 to the same extent as if they were Lenders that had acquired their interest pursuant to paragraph (b) of this Section, so long as such participating banks or other entities comply with the obligations of Lenders pursuant to Section 3.01 (including Section 3.01(e), it being understood that the documentation required under Section 3.01(e) shall be delivered to the participating Lender) (but, with respect to any particular participant, to no greater extent than the Lender that sold the participation to such participant; provided, however, that with respect to sales of participations from a Lender to an Affiliate of such Lender or an Approved Fund of such Lender, such participant shall be entitled to receive a greater payment under Sections 3.01 and 3.04 than the applicable Lender would have been entitled to receive absent the participation to the extent such entitlement to a greater payment resulted from a Change in Law after the participant became a participant hereunder) and (iv) the Borrowers, the Administrative Agent, the L/C Issuers and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans or L/C Disbursements and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers with respect to Section 10.01(a), (b), (c), (h) and (i)). Voting rights of participants shall be limited to matters in respect of Section 10.01(a), (b), (c), (h) and (i).

In the event that any Lender sells participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans), such Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a register for the recordation of the names and addresses of all participants in the Commitments and the Loans held by it and the principal amount of such Commitments and Loans (and stated interest thereon) of the portions thereof that is the subject of the participation (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and each party hereto, 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. No Lender shall have any obligation to disclose all or any portion of the Participant Register to any person (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 Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Proposed Treasury Regulations Section 1.163-5(b) (or, in each case, any successor version). For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(i) Any Lender or participant may, in connection with any assignment or participation or proposed assignment or participation permitted pursuant to this Section 10.06, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrowers furnished to such Lender by or on behalf of the Borrowers; provided that disclosure of Information to any proposed assignee or participant shall be subject to Section 10.07.

(j) Any Lender may at any time, without the consent of or notice to any Person, assign all or any portion of its rights under this Agreement to secure extensions of credit to such Lender or in support of obligations owed by such Lender; provided that no such assignment shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

(k) Notwithstanding anything to the contrary contained herein, any Lender (a “**Granting Lender**”) may grant to a special purpose funding vehicle (an “**SPC**”), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof, (iii) the Granting Lender shall keep a record of any such grant in a comparable register to the Participant Register described in Section 10.06(f) and (iv) the Borrowers, the Administrative Agent, the L/C Issuers and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans or L/C Disbursements and to approve any amendment, modification or waiver of any provision of this Agreement. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section 10.06, any SPC may (i) with notice to, but without the prior written consent of, the Borrower Representative and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any Eligible Assignee providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(l) The Borrowers shall not assign or delegate any of their rights or duties hereunder without the prior written consent of the Administrative Agent, the Collateral Agent, each L/C Issuer and each Lender, and any attempted assignment without such consent shall be null and void.

(m) In the event (i) any Lender or any L/C Issuer delivers a certificate requesting compensation pursuant to Section 3.01, (ii) any Lender or any L/C Issuer delivers a notice described in Section 3.02, (iii) the Borrowers are required to pay any additional amount to any Lender or any L/C Issuer or any Governmental Authority on account of any Lender or any L/C Issuer pursuant to Section 3.04, (iv) any Lender does not consent to a proposed amendment, modification or waiver of this Agreement requested by the Borrower Representative which requires the consent of all of the Lenders or all of the Lenders under any Facility to become effective (and which is approved by at least the Required Lenders) or (v) if any Lender is a Defaulting Lender, the Borrower Representative may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in Section 10.06(b)), upon notice to such Lender or such L/C Issuer and the Administrative Agent, require such Lender or such L/C Issuer to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in Section 10.06), all of its interests, rights and obligations under this Agreement to an assignee reasonably acceptable to the Borrower Representative, such acceptance not to be unreasonably withheld, conditioned or delayed, that shall assume such assigned obligations (which assignee may

be another Lender, if a Lender accepts such assignment); provided that (x) such assignment shall not conflict with any law, rule or regulation or order of any court or other Governmental Authority having jurisdiction, (y) the Borrower Representative shall have received the prior written consent of the Administrative Agent (and, if a Revolving Credit Commitment is being assigned, of such L/C Issuer), which consent shall not unreasonably be withheld, conditioned or delayed and (z) the Borrowers or such assignee shall have paid to the affected Lender or affected L/C Issuer in immediately available funds an amount equal to the sum of the principal of and interest accrued to the date of such payment on the outstanding Loans or L/C Disbursements of such Lender or such L/C Issuer, respectively, *plus* all fees specified in Section 2.09 and other amounts accrued for the account of such Lender or such L/C Issuer hereunder (including any amounts under Section 2.07(e), Section 3.01 and Section 3.04); provided further that, if prior to any such transfer and assignment, the circumstances or event that resulted in such Lender's or such L/C Issuer's claim for compensation under Section 3.01 or notice under Section 3.02 or the amounts paid pursuant to Section 3.04, as the case may be, cease to cause such Lender or such L/C Issuer to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to have the consequences specified in Section 3.02, or cease to result in amounts being payable under Section 3.04, as the case may be (including as a result of any action taken by such Lender or the L/C Issuer pursuant to Section 3.06), or if such Lender or such L/C Issuer shall waive its right to claim further compensation under Section 3.01 in respect of such circumstances or event or shall withdraw its notice under Section 3.02 or shall waive its right to further payments under Section 3.04 in respect of such circumstances or event, as the case may be, then such Lender or such L/C Issuer shall not thereafter be required to make any such transfer and assignment hereunder. Each Lender and each L/C Issuer hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender and such L/C Issuer as assignor, any Assignment and Assumption necessary to effectuate any assignment of such Lender's or such L/C Issuer's interests hereunder in the circumstances contemplated by this Section 10.06(m). This Section 10.06(m) shall supersede any provision of Section 2.13 to the contrary.

(n) 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 without restriction, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank, and this Section 10.06 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. Without limiting the foregoing, in the case of any Lender that is a fund that invests in bank loans or similar extensions of credit, such Lender may, without the consent of the Borrowers, the L/C Issuers, the Administrative Agent or any other person, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans and Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities.

(o) If any assignment or participation is made to any Excluded Lender in violation of the terms hereof, or if any Person becomes an Excluded Lender after the date such assignment or participation was initially made to such Person, the Borrower Representative may, at its sole expense and effort, upon notice to the applicable Excluded Lender and Administrative Agent, (i) terminate any Revolving Credit Commitment of such Excluded Lender and repay all obligations of the Borrowers owing to such Excluded Lender in connection with such Revolving Credit Commitment, (ii) in the case of outstanding Term Loans held by Excluded Lenders, purchase or prepay such Term Loan by paying the lesser of (x) the principal amount thereof and (y) the amount

that such Excluded Lender paid to acquire such Term Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and/or (iii) require such Excluded Lender to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 10.6(o)), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lesser of (x) the principal amount thereof, and (y) the amount that such Excluded Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder. Notwithstanding anything to the contrary contained in this Agreement, Excluded Lenders (A) shall be subject to the provisions of Section 10.06(c)(ii) applicable to Sponsor Permitted Assignees, *mutatis mutandis*, and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Excluded Lender will be deemed to have voted in the same proportion as the Lenders that are not Excluded Lenders voted to such matter, and (y) with respect to any matter requiring the vote of Term Lenders during the pendency of a Bankruptcy Proceeding (including voting on any plan of reorganization), each Excluded Lender party hereto hereby agrees (1) not to vote on such plan of reorganization, (2) if such Excluded Lender does vote on such plan of reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be “designated” pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other debtor relief laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such plan of reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other debtor relief laws) and (3) not to contest any request by any party for a determination by the bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

10.07 Treatment of Certain Information; Confidentiality; Publicity. Each of the Administrative Agent, the Lenders and the L/C Issuers agree to maintain the confidentiality of the Information, except that Information may be disclosed: (a) to its Affiliates and to its and its Affiliates’ respective partners, directors, officers, employees, agents, limited partners, investment committee members, investors, prospective investors, funding sources, prospective funding sources, advisors, trustees and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent requested by any regulatory authority (including self-regulatory authority) purporting to have jurisdiction over it (in which case such Person agrees, except with respect to any audit or examination conducted by such regulatory authority (including self-regulatory authority), to the extent permitted by applicable law or such compulsory legal process, to use commercially reasonable efforts to promptly inform the Borrower Representative thereof prior to such disclosure); (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (in which case such Person agrees, to the extent permitted by applicable law or such compulsory legal process, to use commercially reasonable efforts to promptly inform the Borrower Representative thereof prior to such disclosure); (d) to any other party to this Agreement; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement, any Bank Product Agreement or any Secured Hedge Agreement or the enforcement of rights hereunder or the defense of any claim, suit, action or proceeding; (f) subject to an agreement containing provisions substantially the same as those of this Section 10.07, to (i) any permitted assignee of or participant in, or any prospective permitted assignee of or participant in, any of its rights or obligations under this Agreement (other than to any Excluded Lender) or in connection with any pledge or assignment permitted pursuant to Section 10.06(n) or (ii) any direct or indirect contractual counterparty or prospective counterparty (or such contractual counterparty’s or prospective counterparty’s professional advisor) to any credit derivative transaction relating to obligations of the Loan Parties; (g) with the consent of the Borrower Representative; (h) to the extent such Information (i) is or becomes publicly available other

than as a result of a breach of this Section 10.07 or is independently developed by such Person other than as a result of a breach of this Section 10.07 or (ii) is or becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers; (i) to any state, Federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any other similar organization) regulating any Lender; (j) to any rating agencies for purposes of obtaining a shadow rating; (k) (i) to an investor or prospective investor in securities issued by an Approved Fund of any Lender that also agrees that Information shall be used solely for the purpose of evaluating an investment in such securities issued by an Approved Fund of any Lender, (ii) to a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in securities issued by an Approved Fund of any Lender in connection with the administration, servicing and reporting on the assets serving as collateral for securities issued by such Approved Fund, (iii) to a nationally recognized rating agency that requires access to information regarding the Loan Parties, the Loans and the Loan Documents in connection with ratings issued in respect of securities issued by an Approved Fund of any Lender (it being understood that, prior to any such disclosure, such parties shall undertake to preserve the confidentiality of any Information relating to the Loan Parties, the Loans and the Loan Documents received by it from such Lender), or (iv) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the facilities. In addition, the Administrative Agent, the L/C Issuers and the Lenders may disclose the existence of this Agreement and nonconfidential information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Credit Extensions. For the purposes of this Section 10.07, “**Information**” means all information received from or on behalf of any Loan Party relating to any Loan Party or its business or activities, other than any such information that is available to the Administrative Agent, any L/C Issuer or any Lender on a nonconfidential basis prior to disclosure by any Loan Party. Any Person required to maintain the confidentiality of Information as provided in this Section 10.07 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. The Borrower Representative shall have the right to approve any public advertisement or other public notice issued or placed by the Agents with respect to the Loan Documents and the transactions thereunder, which approval shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure, except that (a) tax treatment and tax structure shall not include the identity of any existing or future party (or any affiliate of such party) to this Agreement, and (b) no party shall disclose any information relating to such tax treatment and tax structure to the extent nondisclosure is reasonably necessary in order to comply with applicable securities laws. For this purpose, the tax treatment of the transactions contemplated by this Agreement is the purported or claimed U.S. federal income tax treatment of such transactions and the tax structure of such transactions is any fact that may be relevant to understanding the purported or claimed U.S. federal income tax treatment of such transactions. Anything contained herein to the contrary notwithstanding, if the Borrower Representative shall have given notice to the Administrative Agent (whether before or after the Closing Date) that any Person is an Excluded Lender, the Administrative Agent shall be permitted to disclose the identity of any such Person so designated by the Borrower Representative to any Lender or potential Lender requesting such information.

Each Loan Party and each Lender hereby authorizes Administrative Agent to make appropriate announcements of the financial arrangement entered into among the Loan Parties, Agents and Lenders, including announcements which are commonly known as tombstones, in such advertising, print media and

promotional materials (including, without limitation, on any of the Administrative Agent's websites) and to such selected parties as Administrative Agent shall in its sole and absolute discretion deem appropriate.

10.08 Right of Setoff. Upon (a) the occurrence and during the continuance of an Event of Default, (b) an exercise or remedies under Section 8.02 or (c) amounts becoming due and payable pursuant to Section 8.02, each Lender, each L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held (other than deposits in accounts that have been specifically designated to such Lender as payroll, Tax withholding or trust accounts) and other obligations (in whatever currency) at any time owing by such Lender, such L/C Issuer or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the obligations of the Borrowers or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or such L/C Issuer, irrespective of whether or not such Lender or such L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or such L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each L/C Issuer and their respective Affiliates under this Section 10.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such L/C Issuer or their respective Affiliates may have. Each Lender and such L/C Issuer agrees to notify the Borrower Representative and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Release of Collateral. Upon the sale, lease, transfer or other disposition of any item of Collateral of any Loan Party (including, without limitation, as a result of the sale, in accordance with the terms of the Loan Documents, of a Subsidiary Guarantor that owns such Collateral but excluding Dispositions among Loan Parties) in accordance with the terms of the Loan Documents, or any Collateral becomes Excluded Property, the security interest created in such item of Collateral under the Collateral Documents shall be automatically released, and upon the Borrower Representative's request that the Collateral Agent release the security interest created in such item of Collateral under the Collateral Documents by delivering an officer's certificate of a Responsible Officer of the Borrower Representative certifying that such transaction is permitted under the Loan Documents, the Collateral Agent will, at the Borrowers' expense, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security

interest granted under the Collateral Documents in accordance with the terms of the Loan Documents and, if applicable, subject to Section 9.09, the release of such Subsidiary Guarantor from its obligations under the Subsidiary Guaranty.

Upon the latest of (A) the Termination Date, and (B) the Latest Maturity Date and the expiration or termination of the Commitments and payment in full of all Obligations, the Agents shall take such action as may be reasonably required by the Borrower Representative, at the expense of the Borrowers, to release the Liens created by the Loan Documents.

10.11 Customary Intercreditor Agreements. The Administrative Agent and Collateral Agent are hereby authorized to enter into any Customary Intercreditor Agreement to the extent contemplated by the terms hereof, and the parties hereto acknowledge that such Customary Intercreditor Agreement is binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any Customary Intercreditor Agreement and (b) hereby authorizes and instructs the Administrative Agent and the Collateral Agent to enter into any Customary Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Lender hereby authorizes the Administrative Agent and the Collateral Agent to enter into (i) any Customary Intercreditor Agreement, and (ii) any other intercreditor arrangements to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 7.01 of this Agreement. Each Lender acknowledges and agrees that any of the Agents (or one or more of their respective affiliates) may (but are not obligated to) act as the “Representative” or like term for the holders of Credit Agreement Refinancing Indebtedness under the security agreements with respect thereto and/or under any Customary Intercreditor Agreement. Each Lender waives any conflict of interest, now contemplated or arising hereafter, in connection therewith and agrees not to assert against any Agent or any of its affiliates any claims, causes of action, damages or liabilities of whatever kind or nature relating thereto.

10.12 Counterparts; Integration; Effectiveness; Electronic Execution of Documents.

(a) This Agreement, any other Loan Document and any other Communication may be executed in as many counterparts as necessary or convenient (and by different parties hereto in different counterparts), including both paper and electronic counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by e-signature, telecopy or PDF (or similar file) by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement. Each of the Loan Parties, the Administrative Agent, each L/C Issuer and each Lender agrees that the words “execution,” “execute,” “signed,” “signature,” “delivery,” and words of like import in or related to any document to be signed in connection with this Agreement, the other Loan Documents and any other Communication and the transactions contemplated hereby and thereby (including without limitation Assignment and Assumptions, amendments or other modifications, Borrowing Notices, waivers and consents) shall be deemed to include Electronic Signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, including in the form of an Electronic Record, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures

and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained in this Agreement to the contrary, none of the Administrative Agent, any L/C Issuer nor any Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent, any L/C Issuer and/or any Lender has agreed to accept such Electronic Signature, the Administrative Agent, such L/C Issuer and such Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Lender without further verification and (b) upon the request of the Administrative Agent, any L/C Issuer or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. Each of the parties hereto hereby represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute any document to be signed in connection with this Agreement and the transactions contemplated hereby through electronic means and there are no restrictions for doing so in such party's constitutive documents.

(b) For the avoidance of doubt, the authorization under this Section 10.12 may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent, each L/C Issuer and each Lender may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("***Electronic Copy***"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record.

(c) Each of the Loan Parties and each Lender hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document or any other Communication based solely on the lack of paper original copies of this Agreement, such other Loan Document or such Communication, and (ii) waives any claim against the Administrative Agent, each Lender and each of their Related Parties for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

(d) For the avoidance of doubt, each use of the term "Lender" in this Section 10.12 shall include each L/C Issuer.

10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

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

not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.14, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent or an L/C Issuer, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.15 USA Patriot Act Notice; Certifications From Banks and Participants.

(a) Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001), as the same has been, or shall hereafter be, renewed, extended, amended or replaced) (the “*USA Patriot Act*”) and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes, among other things, the names, addresses, corporate directors, corporate registration numbers and corporate tax numbers of the Loan Parties and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Loan Parties in accordance with the USA Patriot Act and the Beneficial Ownership Regulation, and consequently, any Lender may from time to time request, and each Loan Party shall provide to such Lender such information as shall be necessary for such Lender to comply with the USA PATRIOT Act and any other Anti-Terrorism Laws.

(b) Each Lender or assignee or participant of a Lender that is not incorporated under the Laws of the United States of America or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA PATRIOT Act and the applicable regulations because it is both (i) an affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country, and (ii) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Administrative Agent the certification, or, if applicable, recertification, certifying that such Lender is not a “shell” and certifying to other matters as required by Section 313 of the USA PATRIOT Act and the applicable regulations: (1) within ten (10) days after the Closing Date, and (2) as such other times as are required under the USA PATRIOT Act.

10.16 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF (COLLECTIVELY, “NEW YORK COURTS”), IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH

OF THE PARTIES HERETO HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE AGENTS, ANY LENDER OR THE L/C ISSUERS MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY JURISDICTION, except that each of the parties hereto hereby agrees that (i) it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Lenders who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction), and (ii) in any such action or proceeding brought against any Loan Party in any other court, it will not assert any cross-claim, counterclaim or setoff, or seek any other affirmative relief, except to the extent that the failure to assert the same will preclude such Loan Party from asserting or seeking the same in the New York Courts.

(c) WAIVER OF VENUE. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY IN ANY COURT REFERRED TO IN SECTION 10.16(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.17 Waiver of Jury Trial. EACH OF THE LOAN PARTIES PARTY HERETO, THE AGENTS, THE L/C ISSUERS AND THE LENDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE LOANS, THE LETTERS OF CREDIT OR THE ACTIONS OF ANY AGENT OR ANY LENDER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

10.18 ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

10.19 CUSTOMARY INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO

THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY CUSTOMARY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH CUSTOMARY INTERCREDITOR AGREEMENT, AS APPLICABLE, SHALL GOVERN AND CONTROL.

10.20 Judgment Currency. In respect of any judgment or order given or made for any amount due under this Agreement or any other Loan Document that is expressed and paid in a currency (the “*judgment currency*”) other than the currency specified for such payment under this Agreement, the Loan Parties will indemnify Administrative Agent, the Collateral Agent, any L/C Issuer and any Lender against any loss incurred by them as a result of any variation as between (i) the rate of exchange at which the amount in the currency specified for such payment under this Agreement is converted into the judgment currency for the purpose of such judgment or order and (ii) the rate of exchange, as quoted by the Administrative Agent or by a known dealer in the judgment currency that is designated by the Administrative Agent, at which the Administrative Agent, the Collateral Agent, such L/C Issuer or such Lender is able to purchase the currency specified for such payment under this Agreement with the amount of the judgment currency actually received by the Administrative Agent, the Collateral Agent, such L/C Issuer or such Lender. The foregoing indemnity shall constitute a separate and independent obligation of the Loan Parties and shall survive any termination of this Agreement and the other Loan Documents, and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into the currency specified for a payment under this Agreement.

10.21 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Borrower acknowledges and agrees, and acknowledges its Affiliates’ understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrowers and their Subsidiaries and any Agent, any Arranger, any L/C Issuer, any Lender or any of their respective Affiliates is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether any Agent, any Arranger, any L/C Issuer, any Lender, or any of their respective Affiliates has advised or is advising the Borrowers or any of their Subsidiaries on other matters, (ii) the arranging and other services regarding this Agreement provided by the Agents, the Arrangers, the L/C Issuers and the Lenders are arm’s-length commercial transactions between the Borrowers and their Affiliates, on the one hand, and the Agents, the Arrangers, the L/C Issuers and the Lenders, on the other hand, (iii) the Borrowers and their Subsidiaries have consulted their own legal, accounting, regulatory and tax advisors to the extent that they have deemed appropriate and (iv) the Borrower and their Subsidiaries are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) (i) the Agents, the Arrangers, the L/C Issuers and the Lenders each are and have been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, have not been, are not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their Affiliates or any other Person; (ii) none of the Agents, the Arrangers, the L/C Issuers and the Lenders has any obligation to the Borrowers or any of their Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Agents, the Arrangers, the L/C Issuers and the Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Agents, the Arrangers, the L/C Issuers, the Lenders and any of their respective Affiliates has any obligation to disclose any of such interests to the Borrowers or their Affiliates. To the fullest extent permitted by law, the Borrowers hereby waive and release (on behalf of the Borrowers and their Subsidiaries) any claims that they may have against the Agents, the Arrangers,

the L/C Issuers, the Lenders and any of their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.22 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.23 Acknowledgement Regarding Any Supported QFC. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Secured Hedge Agreement or any other agreement or instrument that is a QFC (such support, “QFC Credit Support”, and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): (a) in the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States; and (b) in the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of

the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

RIVERSIDE ASSESSMENTS, LLC

By: _____
Name:
Title:

HOLDINGS:

**RIVERSIDE ASSESSMENTS INTERMEDIATE,
LLC**

By: _____
Name:
Title:

[BMO BANK N.A.],
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

[____],
[as a Lender, an L/C Issuer and Swing Lender]

By: _____
Name:
Title: