

**CREDIT AGREEMENT**

by and among

**USME INTERMEDIATE LLC,**  
as Holdings,

**USME HOLDINGS LLC,**  
as the Initial Borrower and, upon consummation of the Closing Date Merger,

**ORG USME BUYER, LLC,**  
as the Borrower

Certain Subsidiaries of Holdings from Time to Time Party Hereto,  
as Guarantors,

the Lenders  
from Time to Time Party Hereto,

**AUDAX PRIVATE DEBT LLC,**  
as Administrative Agent and Collateral Agent,

**AUDAX PRIVATE DEBT LLC and ADAMS STREET CREDIT ADVISORS LP,**  
as Joint Lead Arrangers,

and

**MADISON CAPITAL FUNDING LLC and VARAGON CAPITAL PARTNERS, L.P.,**  
as Syndication Agents

Dated as of November 24, 2020

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## **EXHIBITS**

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| Exhibit C-1 | Form of Compliance Certificate               |
| Exhibit L-1 | Form of Letter of Credit Request             |
| Exhibit N-1 | Form of Notice of Borrowing                  |
| Exhibit N-2 | Form of Notice of Conversion or Continuation |
| Exhibit P-1 | Form of Permitted Acquisition Certificate    |
| Exhibit R-1 | Form of Revolving Credit Loan Note           |
| Exhibit T-1 | Form of Term Loan Note                       |
| Exhibit U-1 | Form of Intercompany Subordination Agreement |
| Exhibit V-1 | Form of Solvency Certificate                 |
| Exhibit W   | Forms of U.S. Tax Compliance Certificate     |



## CREDIT AGREEMENT

**CREDIT AGREEMENT**, dated as of November 24, 2020, is among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), ORG USME BUYER, LLC, a Delaware limited liability company (the “*Company*” and, from and after consummation of the Closing Date Merger, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory hereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10, the lenders from time to time party hereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC, (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Each of Audax Agent and Adams Street Credit Advisors LP will serve as a Joint Lead Arranger for the credit facilities described in this Agreement.

### RECITALS

**WHEREAS**, the Borrower will obtain senior secured credit facilities pursuant to this Agreement in an aggregate principal amount equal to, on the Closing Date, \$205,000,000;

**WHEREAS**, in connection with the foregoing, the Borrower has requested that the Lenders extend credit to the Borrower in the form of (a) a term loan in the aggregate principal amount of \$160,000,000 on the Closing Date (the “*Initial Term Loan Facility*”), (b) a delayed draw term loan facility in an aggregate principal amount \$20,000,000 on or after the Closing Date as provided for herein (the “*Delayed Draw Term Loan Facility*”), and (c) a revolving credit facility in an aggregate principal amount of \$25,000,000, as such amount may be increased or decreased as provided for herein, in aggregate principal amount of Revolving Credit Commitments (the “*Revolving Credit Facility*”); and

**WHEREAS**, (a) the proceeds of the Initial Term Loan Facility will be used to (i) refinance existing debt of the Borrower and its Restricted Subsidiaries, (ii) pay a portion of the consideration and other payments or obligations under the Closing Date Acquisition Agreement and (iii) pay fees, costs and expenses incurred in connection with the Transactions, (b) the proceeds of the Delayed Draw Term Loan Facility will be used on or after the Closing Date, to finance Permitted Acquisitions and capital expenditures, pay fees, costs and expenses incurred in connection therewith and the payments of Earn-Outs and similar deferred purchase price obligations on account thereof and to replenish cash on the balance sheet or to repay Loans made under the Revolving Credit Facility, in each case, previously used for the purposes described in this clause (b), (c) the Revolving Credit Loans available under the Revolving Credit Facility will be used to fund working capital and general corporate purposes of the Borrower and its Subsidiaries to the extent not prohibited by this Agreement, (d) the Borrower will use the Letters of Credit issued under the Revolving Credit Facility for working capital requirements and general corporate purposes of the Borrower and its Subsidiaries to the extent not prohibited by this Agreement, and (e) the proceeds of any Incremental Facility will be used for Permitted Acquisitions, capital expenditures and other permitted Investments, pay fees, costs and expenses incurred in connection therewith and the payments of Earn-Outs and similar deferred purchase price obligations on account thereof and to replenish cash on the balance sheet or to repay Loans made under the Revolving Credit Facility, in each case, previously used in connection with prior Permitted Acquisitions and permitted Investments, and for working capital and, to the extent otherwise permitted by this Agreement, to make restricted payments and prepayments or redemptions of any subordinated or junior lien debt.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

### ARTICLE I

#### Definitions

Section 1.01 Defined Terms. As used herein, the following terms shall have the meanings specified in this Section 1.01 unless the context otherwise requires:

**“Accounts Receivable”** shall mean all rights of any Credit Party to payment for goods sold, leased or otherwise disposed of in the ordinary course of business and all rights of any Credit Party to payment for services rendered in the ordinary course of business and all sums of money or other proceeds due thereon pursuant to transactions with account debtors, except for that portion of the sum of money or other proceeds due thereon that relate to sales, use or property taxes in conjunction with such transactions, recorded on books of account in accordance with GAAP.

**“Acquired Entity”** shall have the meaning set forth in the definition of Purchase.

**“Administrative Agent”** shall have the meaning set forth in the preamble to this Agreement.

**“Administrative Questionnaire”** shall mean a questionnaire completed by each Lender, in a form approved by the Collateral Agent, in which such Lender, among other things, (a) designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Credit Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with such Lender’s compliance procedures and Applicable Laws, including federal and state securities laws and (b) designates an address, facsimile number, electronic mail address and/or telephone number for notices and communications with such Lender.

**“Affected Prepayment Amount”** shall have the meaning set forth in Section 5.02(a).

**“Affiliate”** shall mean, with respect to any Person, any other Person (other than a Lender or affiliate thereof) that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. The term **“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. The terms **“Controlling”** and **“Controlled”** have meanings correlative thereto.

**“Agents”** shall have the meaning set forth in the preamble to this Agreement.

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

**“AHYDO Catch-Up Payment”** means any payment with respect to any obligations of any Credit Party (or direct or indirect parent thereof), including any Subordinated Indebtedness, in the minimum amount required to prevent such obligations or Subordinated Indebtedness from being classified as an “applicable high yield discount obligation” under Section 163(e)(5) of the Code.

**“Applicable Laws”** shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

**“Applicable Margin”** shall mean, (i) if an Index Rate Loan, 4.50% per annum and (ii) if a LIBOR Rate Loan, 5.50% per annum.

**“Applicable Prepayment Premium”** shall mean, with respect to prepayments of the principal of any Term Loans in connection with (x) any voluntary prepayment pursuant to Section 5.01(b) or mandatory prepayment pursuant to Section 5.02(a)(ii) occurring (a) during the period from the Closing Date through and including the first anniversary of the Closing Date, two percent (2.00%) of the amount of such prepayment, (b) during the period after the first anniversary of the Closing Date through and including the second anniversary of the Closing Date, one percent (1.00%) of the amount of such prepayment and (c) at any time thereafter, zero percent (0.0%) of the amount of such prepayment or (y) any mandatory prepayment pursuant to Section 5.02(a)(vi), (a) during the period from the Closing Date through and including the first anniversary of the Closing Date, one percent (1.00%) of the amount of such prepayment and (b) at any time thereafter, zero percent (0.00%) of the amount of such prepayment.

**“Approved Fund”** shall mean any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

**“Assignment and Acceptance”** shall mean an assignment and acceptance substantially in the form of Exhibit A-1 or such other form as accepted by the Administrative Agent.

**“Attributable Indebtedness”** shall mean, on any date, 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.

**“Audax Agent”** shall have the meaning set forth in the preamble to this Agreement.

**“Authorized Officer”** shall mean, with respect to any Credit Party, the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer or any other senior officer (to the extent that such senior officer is designated as such in writing to the Agents by such Credit Party) of such Credit Party.

**“Available Amounts Basket”** shall mean, on any date of determination, without duplication, an amount equal to (a) the sum of (i) \$15,000,000, plus (ii) the amount of Retained Excess Cash Flow on such date, plus (iii) the aggregate amount of net cash proceeds received by the Borrower or Holdings after the Closing Date (and prior to the date of such determination) pursuant to equity contributions in the form of Qualified Capital Stock of Holdings (or a direct or indirect parent entity thereof) (other than any such proceeds received pursuant to a Cure Right) to the extent such proceeds have not been previously utilized in accordance with the terms of this Agreement, plus (iv) the amount of Net Disposition Proceeds from Dispositions of Investments previously made pursuant to Sections 10.05(k) and 10.05(u) using the Available Amounts Basket (provided that such amounts added pursuant to this clause (iv) shall not exceed the amount of the subject investment made utilizing the Available Amounts Basket), plus (v) without duplication of amounts included in the preceding clause (iv), the aggregate amount of dividends, profits, returns or similar amounts received in cash or Cash Equivalents on Investments made pursuant to Sections

10.05(k) and 10.05(u) (provided that such amounts added pursuant to this clause (v) shall not exceed the amount of the subject investment made utilizing the Available Amounts Basket), plus (vi) without duplication of amounts included in the preceding clause (v), the aggregate amount of dividends, profits, returns or similar amounts received in cash or Cash Equivalents from any Unrestricted Subsidiary or joint venture in connection with any Investments made in accordance with Sections 10.05(k) and 10.05(u) (provided that such amounts added pursuant to this clause (vi) shall not exceed the amount of the subject investment made utilizing the Available Amounts Basket), plus (vii) in the event that the Borrower re-designates any Unrestricted Subsidiary as a Restricted Subsidiary but solely to the extent the Available Amounts Basket was used in connection with the designation of such Subsidiary as an Unrestricted Subsidiary, subject to the requirements of Section 10.16 (which, for purposes hereof, shall be deemed to also include (A) the merger, consolidation, liquidation or similar amalgamation of any Unrestricted Subsidiary into the Borrower or any Restricted Subsidiary, so long as the 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 the Borrower or any Restricted Subsidiary), the fair market value (as determined in good faith by the Borrower) of the Investment in such Unrestricted Subsidiary at the time of such re-designation, plus (viii) any Declined Proceeds pursuant to Section 5.02(a)(x) minus (b) the aggregate amount, as of such date, of the Available Amounts Basket previously utilized for Permitted Acquisitions, Investments, payments of Junior Indebtedness and Restricted Payments.

**“Available Revolving Loan Amount”** shall mean, at any time, the Total Revolving Credit Commitment at such time less the sum of, without duplication, (a) Letters of Credit Outstanding at such time and (b) outstanding Revolving Credit Loans.

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

**“Bail-In Legislation”** shall mean, with respect to an EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and 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.

**“Beneficial Ownership Certification”** shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

**“Beneficial Ownership Regulation”** shall mean 31 C.F.R. Section 1010.230.

**“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”.

**“Benefited Lender”** shall have the meaning set forth in Section 13.09.

**“Board”** shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

**“Borrower”** shall have the meaning set forth in the preamble to this Agreement.

**“Borrowing”** shall mean and include (a) the incurrence of one Type of Initial Term Loan on the Closing Date or, in the case of Incremental Term Loans or Delayed Draw Term Loans, on a given date (or resulting from conversions on a given date after the Closing Date) having, in the case of LIBOR Term

Loans, the same LIBOR Period (provided that, Index Rate Loans incurred pursuant to Section 2.10(b) shall be considered part of any related Borrowing of LIBOR Term Loans) and (b) the incurrence of one Type of Revolving Credit Loan on a given date (or resulting from conversions on a given date) having, in the case of LIBOR Revolving Credit Loans, the same LIBOR Period (provided, that Index Rate Loans incurred pursuant to Section 2.10(b) shall be considered part of any related Borrowing of LIBOR Revolving Credit Loans).

**“Business Day”** shall mean (a) any day excluding Saturday, Sunday and any day that shall be in the City of New York or Los Angeles a legal holiday or a day on which banking institutions are authorized by law or other governmental actions to close, and (b) as it relates to any LIBOR Rate Loans, any day that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

**“Capital Stock”** shall mean any and all shares, interests, participations, units or other equivalents (however designated) of capital stock of a corporation, membership interests in a limited liability company, partnership interests of a limited partnership, any and all equivalent ownership interests in a Person and any and all warrants, rights or options to purchase any of the foregoing.

**“Capitalized Lease Obligations”** shall mean, as applied to any Person, all obligations under Capitalized Leases of such Person or any of its Restricted Subsidiaries, in each case taken at the amount thereof accounted for as liabilities on the balance sheet (excluding the footnotes thereto) of such Person in accordance with GAAP.

**“Capitalized Leases”** shall mean, as applied to any Person, all leases of property that have been or should be, in accordance with GAAP, recorded as capitalized leases on the balance sheet of such Person or any of its Restricted Subsidiaries, on a consolidated basis; provided, that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability on the balance sheet (excluding the footnotes thereto) of such Person in accordance with GAAP; provided, further, that for purposes of representations, covenants and calculations made pursuant to the terms of this Agreement, GAAP will be deemed to treat operating leases and capital leases in a manner consistent with their current treatment under generally accepted accounting principles as in effect on the Closing Date, notwithstanding any modifications or interpretive changes thereto that may occur hereafter.

**“Cash Collateralize”** shall mean, with respect to a Letter of Credit, the pledge and deposit of immediately available funds (or, if the Letter of Credit Issuer benefitting from such collateral shall agree in its sole discretion, other credit support) into a cash collateral account maintained with (or on behalf of) the Administrative Agent in an amount equal to one hundred and five percent (105%) of the Stated Amount of such Letter of Credit as collateral pursuant to documentation in form and substance reasonably satisfactory to the Agents and the Letter of Credit Issuer. **“Cash Collateral”** shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

**“Cash Equivalents”** shall mean:

- (a) any direct obligation of (or unconditional guarantee by) the United States (or any agency or political subdivision thereof, to the extent such obligations are supported by the full faith and credit of the United States) maturing not more than one year after the date of acquisition thereof;
- (b) commercial paper maturing not more than one year from the date of issue and issued by (i) a corporation (other than an Affiliate of any Credit Party) organized under the laws of any state of the United States or of the District of Columbia and, at the time of acquisition thereof, rated A-1 (or the then equivalent grade) or higher by S&P or P-1 (or the then equivalent grade) or higher by Moody’s, or (ii) any Lender (or its holding company);

(c) any certificate of deposit, time deposit or bankers' acceptance, maturing not more than one year after its date of issuance, which is issued by either: (i) a bank organized under the laws of the United States (or 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 (or any state thereof) or the District of Columbia) which has, at the time of acquisition thereof, (A) a credit rating of A-2 (or the then equivalent grade) or higher from Moody's or A (or the then equivalent grade) or higher from S&P and (B) a combined capital and surplus greater than \$500,000,000, or (ii) a Lender;

(d) any repurchase agreement having a term of thirty (30) days or less entered into with any Lender or any commercial banking institution satisfying, at the time of acquisition thereof, the criteria set forth in clause (c)(i) which (i) is secured by a fully perfected security interest in any obligation of the type described in clause (a), and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender or commercial banking institution thereunder;

(e) investments in money market funds investing primarily in assets described in clauses (a) through (d) of this definition;

(f) demand deposit accounts or securities accounts holding cash; and

(g) other short-term investments in investments of a type analogous to the foregoing utilized by Foreign Subsidiaries.

**"Casualty Event"** shall mean the damage, destruction or condemnation, as the case may be, of property of any Person or any of its Subsidiaries.

**"CFC"** shall mean a controlled foreign corporation under Section 957 of the Code.

**"Change in Law"** shall mean the occurrence, after the Closing Date, 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, the Dodd-Frank Act and any and all rules, regulations, orders, requests, guidelines and directives adopted, promulgated or implemented in connection therewith are deemed to have been introduced and adopted after the date of the Closing Date.

**"Change of Control"** shall mean an event or series of events by which: (a) the Sponsor shall, together with its respective Controlled Affiliates (other than other portfolio companies of the Sponsor), at any time fail to have or exercise the power to, directly or indirectly, elect a majority of the board of directors or other managing body of Holdings, (b) after the occurrence of a Qualifying IPO, any "person" or "group" other than the Permitted Investors is or shall at any time become the "beneficial owner", directly or indirectly, of the greater of (i) 35% or more on a fully diluted basis of the voting interests in Holdings' Capital Stock and (ii) the percentage (measured on a fully diluted basis) of the voting interests in Holdings' Capital Stock then owned, directly or indirectly, by the Permitted Investors, (c) prior to the occurrence of a Qualifying IPO, the Permitted Investors shall, at any time, directly or indirectly, fail to collectively own beneficially and of record, on a fully diluted basis, at least fifty-one percent (51%) of the amount of issued and outstanding voting Capital Stock of Holdings or (d) other than as a result of a transaction permitted under Section 10.03 or Section 10.04, from and after the consummation of the Closing Date Acquisition, Holdings shall at any time, directly or indirectly, own beneficially and of record, on a fully diluted basis, less than one hundred percent (100%) of the Capital Stock of the Borrower, free and clear of all Liens other than Permitted Liens.

“**Claims**” shall have the meaning set forth in the definition of Environmental Claims.

“**Class**” shall mean, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans or Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Term Loan Commitment, an Incremental Term Loan Commitment, a Revolving Credit Commitment or an Incremental Revolving Credit Commitment. For the avoidance of doubt, (x) after a Delayed Draw Funding Date, the Initial Term Loans funded on the Closing Date and the Delayed Draw Term Loans that have been funded hereunder shall be treated as a single Class under this Agreement for all purposes and (y) the Initial Term Loan Commitment and Delayed Draw Term Loan Commitment shall be treated as a single Class for all purposes under this Agreement.

“**Closing Date**” shall mean November 24, 2020.

“**Closing Date Acquisition**” shall mean, the acquisition, directly or indirectly, by the Borrower of 100% of the issued and outstanding membership interests of the Company, pursuant to the Closing Date Acquisition Agreement.

“**Closing Date Acquisition Agreement**” shall mean that certain Membership Interest Purchase Agreement, dated as of October 23, 2020, by and among the Borrower, as buyer, ORG USME Holdings, LLC, as seller, and the other entities party thereto.

“**Closing Date Merger**” shall mean the merger on or about the Closing Date of the Initial Borrower with and into the Company, with the Company surviving such merger.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“**Collateral**” shall mean any assets of any Credit Party or other collateral upon which the Collateral Agent has been granted a Lien.

“**Collateral Agent**” shall have the meaning set forth in the preamble to this Agreement.

“**Collections**” shall mean all cash, checks, credit card slips or receipts, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds) of the Credit Parties.

“**Commitment**” shall mean, with respect to each Lender, such Lender’s Term Loan Commitment, Delayed Draw Term Loan Commitment, Incremental Term Loan Commitment, Revolving Credit Commitment or Incremental Revolving Credit Commitment.

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

“**Company**” shall have the meaning set forth in the preamble to this Agreement.

“**Company Material Adverse Effect**” shall have the meaning given to “Material Adverse Effect” in the Closing Date Acquisition Agreement.

“**Compliance Certificate**” shall mean a certificate duly completed and executed by an Authorized Officer of Holdings substantially in the form of Exhibit C-1, together with such changes to or departures from such form as the Collateral Agent and Borrower may from time to time approve for the purpose of

monitoring the Credit Parties' compliance with the Financial Performance Covenant, certain other calculations or as otherwise agreed to by the Collateral Agent and the Borrower.

“*Confidential Information*” shall have the meaning set forth in Section 13.17.

“*Consolidated Adjusted EBITDA*” shall mean, for any period, for Holdings and its Restricted Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such period plus:

(a) without duplication, the following to the extent deducted in calculating such Consolidated Net Income (other than with respect to (a)(i), (a)(x) and (a)(xvii) below):

(i) to the extent not already reflected pursuant to this paragraph or by application of the last paragraph of this definition, the amount of “run rate” cost savings, operating expense reductions or synergies reasonably expected by the Borrower in its good faith judgment to result from the Transactions, any Specified Transaction, any restructurings, business optimizations, cost savings initiatives and other initiatives occurring after the Closing Date that have been consummated or undertaken, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of Consolidated Adjusted EBITDA; provided, that any such adjustment to Consolidated Adjusted EBITDA may only take into account cost savings, operating expense reductions or synergies (and costs incurred, if applicable) that are (A) reasonably expected to occur from actions taken or expected to be taken within 12 months of consummation of such transaction or initiative, (B) directly attributable to such transaction or initiative and (C) reasonably identifiable, quantifiable and factually supportable (in each case, of clauses (A) through (C), as identified on a schedule provided to the Administrative Agent and certified by a financial officer of the Borrower in an officer's certificate); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this clause (i) and clauses (vii), (x) and (xvii) below, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause (i) and clauses (vii), (x) and (xvii) below and the second sentence of the definition of “Pro Forma Basis”;

(ii) Consolidated Interest Expense for such period;

(iii) federal, state and local income tax expense, taxes on profit or capital (including, without limitation, state franchise and similar taxes), and foreign franchise tax and like income tax and sales and use tax remediation payments and the costs, fees and expenses in connection therewith, in each case paid or accrued by the Borrower and its Restricted Subsidiaries for such period;

(iv) depreciation and amortization expense;

(v) all non-cash charges, expenses, items and losses, including, without limitation, (A) non-cash adjustments resulting from the application of Accounting Standards Codification 805, 350 or 360, (B) non-cash items for any management equity plan, supplemental executive retirement plan or stock option plan or other type of compensatory plan for the benefit of officers, directors or employees, (C) non-cash restructuring charges or non-cash reserves in connection with the Transactions, any Permitted Acquisition or any permitted investment consummated after the Closing Date, (D) all non-cash losses (minus any non-cash gains) from dispositions, (E) non-cash losses (minus any non-cash gains) with respect to swaps, hedges, and other similar arrangements or instruments, (F) non-cash charges attributable to any post-employment benefits offered to former employees, (G) non-cash asset impairments, (H) the non-



cash effects of purchase accounting or similar adjustments required or permitted by GAAP, (I) any non-cash cumulative effect of a change in accounting principles during such period, (J) non-cash impairment gains and losses resulting from any reappraisal, revaluation or write-up or write-down of assets (including the mark-to-market of earnouts) and (K) non-cash foreign currency translation losses (or minus gains) with respect to intercompany balances and other non-cash performance losses (or minus gains) relating to any foreign currency fluctuations;

(vi) extraordinary (as defined in accordance with GAAP prior to giving effect to FASB ASU 2015-1) charges, expenses or losses;

(vii) (A) non-recurring or unusual charges, expenses, costs or losses, including but not limited to product category and service offering expansion costs (but excluding Branch Opening Costs), and (B) non-recurring costs, fees and expenses in connection with the establishment and replacement and/or upgrades of new information technology systems, including website development and upgrades to SMARTS 2.0 and the new ERP system; provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this clause (vii) and clause (i) above and clauses (x) and (xvii) below, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause (vii) and clause (i) above and clauses (x) and (xvii) below and the second sentence of the definition of “Pro Forma Basis”;

(viii) fees, costs and expenses incurred, or amortization thereof, in connection with the Transactions (including, debt issuance costs, debt discount or premium and other financing fees and expenses) and any related transactions, a Qualifying IPO, Dispositions or sale processes, any Permitted Acquisition, any non-ordinary course Investment or Disposition, any actual or proposed issuance of Indebtedness or issuance, repurchase or redemption of Capital Stock, any Restricted Payment or other transactions permitted under the Credit Documents (or in respect of which the Borrower sought a consent to such transaction), in each case, whether or not consummated (and whether or not permitted hereunder or under any other Indebtedness so long as Borrower is seeking an amendment hereof and thereof), in each case, to the extent incurred within twelve (12) months after the applicable transaction date (or, if applicable, the termination or abandonment of such contemplated transaction);

(ix) any expenses for such period that are reimbursed during such period (or are reasonably expected to be so reimbursed within 365 days of the end of such period to the extent not accrued) by third parties (other than Holdings or any of its Restricted Subsidiaries);

(x) pro forma “run rate” earnings related to each new branch opening occurring during the applicable Test Period plus costs, expenses and losses incurred in connection with such new branch and deducted in determining Consolidated Net Income during such period (“**Branch Opening Costs**”) in an amount equal to (A) \$750,000 for each such new branch opening during such Test Period less (B) if positive, the aggregate Consolidated Adjusted EBITDA of such new branch opening for such Test Period (for the avoidance of doubt, in no event will the amount be a negative number); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this clause (x) for any period (A) shall not exceed 10% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause (x) and (B) together with amounts added back pursuant to clause (i) above, clause (vii) above and clause (xvii) below, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause (x),

clauses (i) and (vii) above and clause (xvii) below and the second sentence of the definition of “Pro Forma Basis”;

(xi)(A) Permitted Management Payments to the Sponsor or its Controlled Affiliates during such period by the Borrower and/or its Restricted Subsidiaries and Restricted Payments permitted to be paid under this Agreement to the extent paid by Holdings or Borrower in cash or accrued during such period, and (B) directors’ fees, expenses and indemnities accrued, or to the extent not accrued in any prior period, paid to the directors during such period by Holdings and its Restricted Subsidiaries;

(xii) non-recurring litigation or claim settlement charges or expenses in an amount not to exceed \$2,000,000 per year;

(xiii) [reserved];

(xiv) (A) fees, costs and expenses related to this Agreement and the other Credit Documents and any amendments, restatements, supplements or modifications thereof and paid or reimbursed to the Agents, any of the Lenders or any third parties paid or engaged by the Agents or any of the Lenders or paid or reimbursed to third parties that are paid or engaged by any of the Credit Parties and (B) one-time fees, costs and expenses related to Hedging Agreements entered into with respect to interest payable under this Agreement;

(xv) [reserved];

(xvi) unamortized fees, costs and expenses previously paid in connection with the repayment of Indebtedness;

(xvii) fees, costs, expenses and charges related to restructuring, integration, business optimization, consolidation, rationalization and similar initiatives, retention, relocation payments and one-time transition costs (with the “one-time” nature of any such transition costs determined on a per transaction basis) (including in connection with a Specified Transaction); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this clause (xvii) and clauses (i), (vii) and (x) above, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause (xvii) and clauses (i), (vii) and (x) above and the second sentence of the definition of “Pro Forma Basis”;

(xviii) any non-cash purchase accounting adjustments in connection with the Transactions, any Permitted Acquisition or permitted non-ordinary course Investment;

(xix) business interruption insurance proceeds received in cash during such period (to the extent not otherwise included in Consolidated Net Income) or reasonably expected to be received within 365 days of the end of such period; provided that any amount added back pursuant to this clause (xix) for amounts reasonably expected to be received within 365 days of the end of such period shall be added back in the period during which the lost income related to such business interruption insurance proceeds was incurred;

(xx) any non-cash unrealized hedging losses (or minus gains);

(xxi) the amount by which Consolidated Rental Expense in such period is less than rental expense calculated in accordance with GAAP for such period, to the extent such difference is non-cash;

(xxii) (A) any net loss from disposed or discontinued operations (and any costs and expenses related to such disposal or discontinuation) and (B) losses, charges and expenses attributable to asset dispositions (other than dispositions of accounts and inventory (as defined in the applicable UCC)) or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business;

(xxiii) fees, costs, charges and expenses incurred in connection with any Permitted Acquisition or Investment permitted hereunder that are required by the application of ASC 805 to be and which are expensed by Holdings and its Restricted Subsidiaries (including, without limitation, any such fees, costs, charges and expenses in respect of Earn-Outs, including any losses resulting from the time any such Earn-Outs are booked and the time actually paid);

(xxiv) solely for purposes of determining compliance with the Financial Performance Covenant under Section 10.13, in respect of any period which includes a contribution of the Cure Amount in connection with the exercise of a Cure Right, the Cure Amount received by Borrower in connection therewith;

(xxv) Earn-Outs and other contingent consideration obligations (including, without limitation, to the extent accounted for as change of control bonuses) and adjustments thereof and purchase price adjustments, in each case in connection with acquisitions;

(xxvi) all non-cash preferred dividends;

(xxvii) any expense or reduction of net income consisting of Restricted Subsidiary income attributable to minority interests or non-controlling interests of third parties in any non-wholly owned Restricted Subsidiary;

(xxviii) amortization or impairment of goodwill and other intangible assets;

(xxix) severance, recruiting (including executive placement charges) and similar expenses for new or additional management hires not to exceed \$2,000,000 per year;

(xxx) administrative expenses of Holdings not to exceed \$250,000 per year; and

minus

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

(i) federal, state, local and foreign income tax credits of the Borrower and its Restricted Subsidiaries for such period;

(ii) all non-recurring non-cash items increasing Consolidated Net Income for such period (excluding ordinary course reserve accruals and reductions thereof);

(iii) earnings attributable to Investments in joint ventures and partnerships to the extent not distributed in cash to the Borrower and its Restricted Subsidiaries;

(iv) non-cash gains resulting from the application of Accounting Standards Codification 805, 350 or 360;

(v) interest income;

(vi) (A) any expenses not so reimbursed by third parties within the 365-day period set forth in clause (a)(ix) of this definition and (B) any reimbursements which are made by third parties within the 365-day period set forth in clause (a)(ix) to the extent added back to Consolidated Net Income in the prior period; and

(vii) any business interruption insurance proceeds not so received within the 365-day period set forth in clause (a)(xix) of this definition;

and provided, further, that Consolidated Adjusted EBITDA shall be calculated on a Pro Forma Basis except for purposes of calculating Consolidated Excess Cash Flow; and provided, further, that, subject to an increase pursuant to the immediately preceding proviso, Consolidated Adjusted EBITDA shall be deemed to be \$4,845,231, \$7,608,958, \$10,157,299, \$15,478,421 and \$5,445,832 and \$6,630,941, respectively, for the fiscal quarters ended September 30, 2019, December 31, 2019, March 31, 2020 and June 30, 2020 and the fiscal months ended July 31, 2020 and August 31, 2020.

**“Consolidated Capital Expenditures”** shall mean, for any specified period, the sum of, without duplication, all expenditures made, directly or indirectly, by Holdings and its Restricted Subsidiaries during such period, determined on a consolidated basis in accordance with GAAP, that are or should be reflected as additions to property, plant or equipment or similar items reflected in the consolidated statement of cash flows of Holdings and its Restricted Subsidiaries, or have a useful life of more than one year; provided, however, (a) such expenditures made with respect to a Permitted Acquisition shall not constitute Consolidated Capital Expenditures, (b) the purchase price of equipment that is purchased substantially contemporaneously with the trade-in or sale of similar equipment or with insurance proceeds therefrom shall be included as Consolidated Capital Expenditures only to the extent of the gross amount by which such purchase price exceeds the credit granted by the seller of such equipment for the equipment being traded in at such time or the proceeds of such sale or the amount of such insurance proceeds, as the case may be and (c) Consolidated Capital Expenditures shall not include (i) expenditures made or paid with the net proceeds of amounts paid or contributed directly or indirectly after the Closing Date to Holdings by Sponsor or any of its Controlled Affiliates, other then-existing equityholders and/or their respective Controlled Affiliates, (ii) expenditures to the extent Holdings or its Restricted Subsidiaries are reimbursed in cash by a third party (other than a Credit Party or any Restricted Subsidiary of a Credit Party) during the same period in which such expenditure was made, (iii) expenditures made in connection with the reinvestment of Net Disposition Proceeds as permitted under Section 5.02(a)(iii) or (iv) expenditures made in connection with the reinvestment of Net Casualty Proceeds as permitted under Section 5.02(a)(iv).

**“Consolidated Excess Cash Flow”** shall mean, for a specified period, the excess (if any), of:

(a) Consolidated Adjusted EBITDA for such period (but without giving effect to any Pro Forma Basis adjustments or the adjustments pursuant to clauses (a)(i), (a)(x) and (a)(xvii) of the definition thereof), less

(b) the sum for such period (without duplication and to the extent that the following amounts (x) have not already been deducted in determining Consolidated Adjusted EBITDA and (y) are not financed out of proceeds of the transaction or event giving rise to such expenses or charges or otherwise with the proceeds of Indebtedness, issuances of Capital Stock or the Available Amounts Basket) of:

- (i) Consolidated Interest Expense paid in cash,
- (ii) (A) scheduled and, to the extent the proceeds of any event giving rise to a mandatory prepayment are included (and not deducted) in the calculation of Consolidated Adjusted EBITDA, mandatory principal payments of Indebtedness (whether at maturity, a scheduled amortization payment, as a result of mandatory sinking fund redemption, mandatory prepayment, acceleration or otherwise) permitted by Section 10.01 (including the Term Loans), (B) any voluntary permanent repayments of Indebtedness, other than the Loans, but only to the extent such Indebtedness so prepaid (1) was permitted to be prepaid under the terms of this Agreement and (2) cannot be re-borrowed or redrawn and such prepayment does not occur in connection with a refinancing of all or a portion of such Indebtedness and (C) payments in cash or accrual in working capital during such period of Earn-Outs, holdbacks or other contingent acquisition consideration or working capital adjustments in connection with a Permitted Acquisition, or other Investment pursuant to Section 10.05(u) that constitutes an acquisition that have become due and payable, in each case which is made in the applicable fiscal year or during the period from the end of such fiscal year until the date that the relevant prepayment of the Loans is required under Section 5.02(a)(i) (provided that any amount during such period shall not be deducted from the calculation of Consolidated Excess Cash Flow for the fiscal year during which it is actually paid),
- (iii) federal, state and local income tax expense, taxes on profit or capital, and foreign franchise tax and like income tax permitted hereunder, in each case, paid in cash by the Borrower and its Restricted Subsidiaries for such period,
- (iv) Consolidated Capital Expenditures and expenditures that would be required to be capitalized in accordance with GAAP that do not constitute Consolidated Capital Expenditures, in each case, made in cash during such period (and not financed other than with the proceeds of Revolving Credit Loans) or committed to be made within six (6) months after the end of such period; provided that any such committed Consolidated Capital Expenditures and other expenditures that are actually made after the end of such period and are deducted from Consolidated Excess Cash Flow in such period shall not also reduce Consolidated Excess Cash Flow for the period in which such expenditures are made; provided, further, that to the extent such committed Consolidated Capital Expenditures and other expenditures are not actually made within six months after the end of such period, they shall be included in the calculation of Consolidated Excess Cash Flow for the following period in which Consolidated Excess Cash Flow is calculated,
- (v) (i) amounts paid as consideration to a seller and other amounts paid in cash or accrued in working capital in connection with a Permitted Acquisition or any other Investment permitted hereunder, including any deferred purchase price adjustment to be made during the period from the end of the relevant fiscal year until the date that the relevant prepayment of the Loans is required under Section 5.02(a)(i) (provided that any amount during such period shall not be deducted from the calculation of Consolidated Excess Cash Flow for the fiscal year during which it is actually paid) and (ii) Earn-Outs (when paid), in each case, excluding any portion thereof funded with proceeds of Indebtedness or equity issuances,
- (vi) increases (or minus decreases) in Consolidated Working Capital for such period,
- (vii) the amount paid in cash during such period for all non-cash losses, expenses, accruals and charges which have been included in determining Consolidated Adjusted EBITDA in a prior period,

(viii) all cash items added back to Consolidated Adjusted EBITDA during such period not otherwise deducted pursuant to this clause (b),

(ix) other Investments permitted pursuant to Section 10.05 and Restricted Payments permitted pursuant to Section 10.06, in each case, paid in cash during such period, or, at the option of Borrower made after such period but prior to the prepayment date applicable to such period, excluding any portion thereof funded with proceeds of Indebtedness (other than Revolving Credit Loans) or equity issuances,

(x) the amount by which rental expense calculated in accordance with GAAP for such period exceeds Consolidated Rental Expense for such period, to the extent such difference is non-cash,

(xi) if not deducted in determining Consolidated Adjusted EBITDA, the amounts added back to Consolidated Adjusted EBITDA pursuant to clause (a)(xix) of the definition of EBITDA,

(xii) [reserved],

(xiii) payments made in connection with Hedging Agreements,

(xiv) cash fees, costs and expenses relating to the Loans, Letters of Credit and the Transactions (other than any fees and expenses funded with the proceeds of the Loans or other long-term Indebtedness (other than the Revolving Credit Loans)), and

(xv) each non-cash item specified in clause (a)(ix) of the definition of Consolidated Adjusted EBITDA during such period to the extent not reimbursed during such period, in each case, to the extent included as an “add-back” in the calculation of Consolidated Adjusted EBITDA.

For purposes of calculating reductions or increases to Consolidated Working Capital as provided above in any relevant period during which a Permitted Acquisition or other Investment pursuant to Section 10.05(u) that constitutes an acquisition occurs, the Consolidated Working Capital of the applicable Acquired Entity shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition or other Investment pursuant to Section 10.05(u) that constitutes an acquisition, as applicable. For the avoidance of doubt, Consolidated Excess Cash Flow shall exclude the portion of Consolidated Excess Cash Flow that is attributable to (i) any company or line of business acquired pursuant to a Permitted Acquisition or other Investment pursuant to Section 10.05(u) that constitutes an acquisition permitted hereunder and that accrues prior to the closing date of the applicable Permitted Acquisition or other Investment pursuant to Section 10.05(u) that constitutes an acquisition permitted hereunder.

“*Consolidated Interest Expense*” shall mean, for any specified period, for Holdings and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, the sum of: (a) all interest in respect of Indebtedness (including, without limitation, the interest component of any payments in respect of Capitalized Lease Obligations) accrued or capitalized during such period (whether or not actually paid during such period), in each case, to the extent treated as interest in accordance with GAAP, plus (b) commissions, discounts and other fees and charges owed by Holdings or any of its Restricted Subsidiaries in respect of letters of credit securing financial obligations and bankers’ acceptance financings, plus (c) the net amount payable (or minus the net amount receivable) in respect of Hedging Obligations relating to interest during such period but excluding unrealized gains and losses with respect to any such Hedging Obligations.

**“Consolidated Net Income”** shall mean, for any specified period, the consolidated net income (or deficit) of Holdings and its Restricted Subsidiaries, after eliminating therefrom all extraordinary (as defined in accordance with GAAP prior to giving effect to FASB ASU 2015-1) nonrecurring items of income (or loss); provided that there shall be excluded (i) the income (or loss) of any Person (other than consolidated Restricted Subsidiaries of Holdings ) in which any Person (other than Holdings or any of its consolidated Restricted Subsidiaries) has a minority interest to the extent that the declaration of payments or dividends or similar distributions by such Person in which such other Person has a minority interest of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment or Applicable Law, (ii) the income (or loss) of any Person accrued prior to the date it becomes a consolidated Restricted Subsidiary of Holdings or is merged into or consolidated with Holdings or any of its consolidated Restricted Subsidiaries or such Person’s assets are acquired by Holdings or any of its consolidated Restricted Subsidiaries, and (iii) the income (or loss) of any consolidated Restricted Subsidiary of Holdings to the extent that the declaration or payment of dividends or similar distributions by that consolidated Restricted Subsidiary of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that consolidated Restricted Subsidiary.

**“Consolidated Rental Expense”** means, without duplication, for any period, all fixed and contingent rental expenses of Holdings and its Restricted Subsidiaries (net of rental income receivable) paid in cash during such period under operating leases for real or personal property, except for the impact of landlord construction allowance amortization; provided that, with respect to any non-Wholly Owned Subsidiaries, such Subsidiaries’ contribution to Consolidated Rental Expense shall be proportional to Holdings’ ownership interest (directly or indirectly) in such non-Wholly Owned Subsidiary.

**“Consolidated Total Assets”** shall mean at any date of determination, for any Person, the consolidated total assets of such Person determined in accordance with GAAP.

**“Consolidated Total Debt”** shall mean, as of any date of determination, for any Person, the outstanding principal amount of all Funded Debt as of such date (which, in the case of the Revolving Credit Loans, shall be deemed to equal the Revolving Credit Loans outstanding plus any Unpaid Drawing in respect of which no Revolving Credit Loan has been made).

**“Consolidated Working Capital”** shall mean, as of any date of determination, the excess of (a) the sum of all Current Assets over (b) Current Liabilities.

**“Contingent Liability”** shall mean, for any Person, any agreement, undertaking or arrangement by which such Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Indebtedness of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the Capital Stock of any other Person. The amount of any Person’s obligation under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be (x) the outstanding principal amount of the debt, obligation or other liability guaranteed thereby or (y) if such Contingent Liability is secured by a Lien on any assets of such Person, the lesser of (A) the amount of the Indebtedness secured by such Lien and (B) the value of the assets subject to such Lien.

**“Contractual Obligation”** shall mean, as to any Person, any obligation of such Person under 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 other than the Obligations.

**“Control Agreement”** shall mean a control agreement, in form and substance reasonably satisfactory to the Collateral Agent, executed and delivered by the applicable Credit Party, the Collateral Agent, and the applicable securities intermediary or bank, which agreement is sufficient to give the Collateral Agent “control” over each of such Credit Party’s securities accounts, deposit accounts or investment property, as the case may be.

**“Controlled Affiliates”** shall mean, with respect to any Person, Affiliates of such Person who are directly or indirectly, under the control of, or common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by ownership or general partnership and not by contract.

**“Covenant Failure Period”** shall have the meaning set forth in Section 11.03(a).

**“Credit Agreement Refinancing Indebtedness”** shall mean Indebtedness obtained pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans, Incremental Term Loans, Refinancing Term Loans, Revolving Credit Loans, Incremental Revolving Credit Loans or Refinancing Revolving Credit Loans hereunder (including any successive Credit Agreement Refinancing Indebtedness) (**“Refinanced Debt”**); provided, that (i) such extending, renewing or refinancing Indebtedness is in an original aggregate principal amount not greater than (A) the aggregate principal amount of the Refinanced Debt, plus (B) accrued and unpaid interest capitalized, any fees, premiums, accrued interest associated therewith, or other reasonable amount paid, and fees, costs and expenses incurred in connection therewith plus such additional amounts otherwise permitted to be incurred under the Credit Documents (with a corresponding reduction in the amount of any basket or carve-out (to the extent capped) used pursuant to this clause (B)), (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is 91 days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) such Indebtedness does not have a Weighted Average Life to Maturity equal to or less than that of the Refinanced Debt and, in the case of any notes constituting Credit Agreement Refinancing Indebtedness, does not have mandatory prepayment provisions (other than customary asset sale, similar events and change of control offers) that would result in a mandatory prepayment of such Credit Agreement Refinancing Indebtedness prior to the refinancing in full of the then outstanding Loans, (iv) such Refinanced Debt (other than unasserted contingent indemnification or reimbursement obligations and letters of credit that have been cash collateralized or backstopped in accordance with the terms of the Refinanced Debt) shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained, (v) such Credit Agreement Refinancing Indebtedness, to the extent secured, shall (A) not be secured by any lien on any assets of the Borrower or any Guarantor that does not also secure the then outstanding Loans, or be guaranteed by any person other than the Guarantors under the then outstanding Term Loans and (B) be subject to any applicable intercreditor agreement, (vi) the other terms of such Credit Agreement Refinancing Indebtedness (other than pricing, interest rate margins, rate floors, discounts, fees, premiums and prepayment or redemption provisions) shall be substantially similar to, or (taken as a whole) no more favorable to the lenders providing such Credit Agreement Refinancing Indebtedness than, those applicable to the Loans or Revolving Credit Commitments being refinanced or replaced (except for covenants and other provisions applicable only to the periods after the Latest Maturity Date) and (vii) at no time shall there be more than one tranche or Class of Revolving Credit Commitments hereunder.

**“Credit Documents”** shall mean this Agreement, the Fee Letter, the Guarantee Agreement, the Intercompany Subordination Agreement, the Security Documents, any intercreditor agreement or subordination agreement entered into by the Collateral Agent pursuant to the terms of this Agreement, any



Notes issued by the Borrower hereunder, any Extension Offer, and any other agreement entered into now, or in the future, by any Credit Party, on the one hand, and any Agent or Lender, on the other hand, in connection with and related to the financing transactions contemplated by this Agreement or which states that it is a “Credit Document;” provided that in no event shall any Specified Hedging Agreement be deemed to be a Credit Document.

“**Credit Extension**” shall mean and include the making (but not the conversion or continuation) of a Loan or the issuance of a Letter of Credit.

“**Credit Facility**” shall mean any of the Initial Term Loan Facility, the Delayed Draw Term Loan Facility, or the Revolving Credit Facility, as applicable, and collectively, the Initial Term Loan Facility, the Delayed Draw Term Loan Facility, and the Revolving Credit Facility.

“**Credit Party**” shall mean the Borrower, each of the Guarantors and each other Person that becomes a Credit Party hereafter pursuant to the execution of joinder documents.

“**Cure Amount**” shall have the meaning set forth in Section 11.03(a).

“**Cure Right**” shall have the meaning set forth in Section 11.03(a).

“**Current Assets**” shall mean amounts (other than, to the extent included in Current Assets (i) cash, (ii) Cash Equivalents, (iii) deferred tax assets and (iv) effects of purchase accounting adjustments) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of Holdings and its Restricted Subsidiaries at such date.

“**Current Liabilities**” shall mean the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of Holdings and its Restricted Subsidiaries on such date, excluding, without duplication, to the extent included in Current Liabilities, (a) the current portion of Indebtedness, (b) outstanding Revolving Credit Loans, (c) the current portion of interest (including accrued interest expense and interest expenses payable), (d) deferred tax liabilities and (e) the effects of any purchase accounting adjustments.

“**Declined Proceeds**” shall have the meaning set forth in Section 5.02(a)(x).

“**Default**” shall mean any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default.

“**Defaulting Lender**” shall mean, subject to Section 2.15(b), any Lender that, as determined by the Administrative Agent, (a) has failed to (i) fund any portion of the Term Loans, Revolving Credit Loans or Letter of Credit Participations when required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower 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 Letter of Credit Issuer or any other Lender any other amount required to be paid by it hereunder (including in respect of its Letter of Credit Participation) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or the Letter of Credit Issuer in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit (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) has not been satisfied), (c) has failed, within two (2) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing in a manner satisfactory to the Administrative Agent 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), (d) has, or has a direct or indirect parent company that has, (i) become the subject of a bankruptcy or insolvency proceeding, (ii) had a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; 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 or (e) has become the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (e) above shall be conclusive and binding absent manifest error.

***“Delayed Draw Funding Date”*** means any date on which Delayed Draw Term Loans are made and the conditions set forth in Section 7.02 are satisfied on such date; provided that to the extent not funded on the Closing Date, there shall be no more than ten such funding dates after the Closing Date.

***“Delayed Draw Term Loan”*** means the loans made on any Delayed Draw Funding Date by the Lenders with Delayed Draw Term Loan Commitments to the Borrower pursuant to Section 2.01(b).

***“Delayed Draw Term Loan Commitment”*** shall mean, with respect to any Lender, its obligation to make Delayed Draw Term Loans to the Borrower on any Delayed Draw Funding Date pursuant to Section 2.01(b). The aggregate principal amount of the Delayed Draw Term Loan Commitments as of the Closing Date is \$20,000,000.

***“Delayed Draw Term Loan Facility”*** shall have the meaning set forth in the recitals to this Agreement.

***“Delayed Draw Termination Date”*** shall mean the earlier to occur of (a) the date on which the Delayed Draw Term Loan Commitments have been fully drawn and reduced to zero in accordance with Section 2.01(b) and (b) November 24, 2022.

***“Direct Domestic Subsidiary”*** shall mean a Domestic Subsidiary that is a first-tier Domestic Subsidiary of a Credit Party.

***“Direct Foreign Subsidiary”*** shall mean a Foreign Subsidiary that is a first-tier Foreign Subsidiary of a Credit Party.

***“Disposition”*** shall mean, with respect to any Person, any sale, transfer, lease (as lessor), contribution or other conveyance (including by way of merger) of, or the granting of options, warrants or other rights to, any of such Person’s or their respective Restricted Subsidiaries’ assets (including Accounts Receivable and Capital Stock of Restricted Subsidiaries) to any other Person in a single transaction or series of transactions.

**“Disqualified Capital Stock”** shall mean any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a Change of Control or asset sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than contingent indemnification obligations for which demand has not been made) and the termination of the Total Commitments, or the refinancing thereof), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Capital Stock) (except as a result of a Change of Control or asset sale so long as any rights of the holders thereof upon the occurrence of a Change of Control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable (other than contingent indemnification obligations for which demand has not been made) and the termination of the Total Commitments or the refinancing thereof), in whole or in part, (c) provides for the scheduled payment of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is ninety one (91) days after the Term Loan Maturity Date; provided, that if such Capital Stock is issued pursuant to a plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

**“Dollars”** and **“\$”** shall mean dollars in lawful currency of the United States of America.

**“Domestic Subsidiary”** shall mean each Subsidiary of Holdings that is organized under the Applicable Laws of the United States, any state thereof, or the District of Columbia.

**“Drawing”** shall have the meaning set forth in Section 3.04(b).

**“Earn-Outs”** shall mean any obligations of any Credit Party to pay any earn-out or other contingent payment amounts constituting the payment of deferred purchase price with respect to any acquisition of a business (whether through the purchase of assets or Capital Stock) and any other similar arrangements.

**“EEA Financial Institution”** shall mean (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”** shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

**“EEA Resolution Authority”** shall mean 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.

**“Environmental Claims”** shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, proceedings, investigations (other than internal reports prepared by the Credit Parties) (a) in the ordinary course of such Person’s business or (b) as required in connection with a financing transaction or an acquisition or disposition of real estate) relating in any way to any Environmental Law (**“Claims”**), including, but not limited to, (i) any and

all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the release or threatened release of Hazardous Materials or arising from alleged injury or threat of injury from the release or threatened release of Hazardous Materials.

**“Environmental Law”** shall mean any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code, permit and rule of common law now in effect and in each case as amended, and any final and binding judicial or administrative interpretation thereof, including any final and binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment or human or ecological health or safety (to the extent relating to the use, generation, manufacture, storage, transportation, treatment, discharge or disposal of, or exposure to Hazardous Materials).

**“Equity Contribution”** shall have the meaning set forth in Section 6.04.

**“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder. Section references to ERISA are to ERISA as in effect at the date of this Agreement and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

**“ERISA Affiliate”** shall mean each person (as defined in Section 3(9) of ERISA) that, together with any Credit Party or a Subsidiary thereof is treated as a “single employer” within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

**“ERISA Event”** shall have the meaning set forth in Section 8.11.

**“EU Bail-In Legislation Schedule”** shall mean 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”** shall have the meaning set forth in Section 11.01.

**“Excluded Account”** shall have the meaning set forth in Section 9.15(a).

**“Excluded Subsidiary”** shall mean any Subsidiary of the Borrower that is (a) CFC, (b) a U.S. Foreign Holdco, (c) a Subsidiary of a Subsidiary described in clause (a), (d) an Unrestricted Subsidiary, (e) prohibited by applicable law, rule or regulation from guaranteeing the Obligations or would require a governmental (including regulatory) consent, approval, license or authorization in order to provide such guaranty (unless such consent, approval, license or authorization has been received), (f) a captive insurance company subject to regulation as an insurance company, (g) a not-for-profit Subsidiary, (h) a special purpose entity used for a permitted securitization facility, (i) prohibited by contract with an unaffiliated third party existing on the Closing Date, or on the date such entity became a Subsidiary, as applicable, from guaranteeing the Obligations (*provided* that such restriction shall not have been created in contemplation of this restriction or otherwise in contemplation of such Subsidiary becoming a Subsidiary), (j) a Subsidiary where the guarantee of the Obligations by such Subsidiary could reasonably be expected to result in material adverse tax consequences to Holdings and its Subsidiaries as reasonably determined by Borrower in consultation with the Administrative Agent, (k) excluded to the extent the Administrative Agent and Borrower mutually determine that the cost and/or burden of obtaining a guaranty outweigh the benefit to the Lenders and (l) an Immaterial Subsidiary.

**“Excluded Swap Obligation”** shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or otherwise 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 and the regulations thereunder (a) at the time any transaction is entered into under a Hedging Agreement or (b) with respect to any transactions outstanding under any Hedging Agreements at the time such Guarantor becomes a Guarantor under the Credit Documents, at such time. Notwithstanding the foregoing, at the time any Guarantor becomes an “eligible contract participant” as such term is defined in the Commodity Exchange Act, the Obligations of such Guarantor shall include, without limitation, any transaction entered into under any Swap Obligation and any transactions outstanding under any Swap Obligations, so long as the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is not or does not become 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).

**“Excluded Taxes”** shall mean any of the following Taxes imposed on or with respect to any Recipient of any payment to be made by or on behalf of the Borrower hereunder with respect to the Obligations 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, 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 to this Agreement (or designates a new lending office), unless such assignment or designation was at the request of the Borrower, 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 any Credit Party with respect to such withholding Tax pursuant to Section 5.04(a), (c) Taxes attributable to the failure of such Recipient to comply with its obligations under Section 5.04(b), and (d) any U.S. federal withholding Taxes imposed under FATCA.

**“Excluded Transferee”** shall mean (a) (i) any Persons that are identified in writing by the Borrower or the Sponsor to the Administrative Agent from time to time that are competitors of the Company and its Subsidiaries and (ii) any Affiliates of such competitors, other than bona fide debt funds or fixed income investors that are engaged in making or purchasing commercial loans in the ordinary course of business, except to the extent otherwise disqualified pursuant to clause (b), in each case, that are either (x) separately identified by the Borrower or the Sponsor in writing to the Administrative Agent from time to time or (y) clearly identifiable solely on the basis of such Affiliate’s name by the Administrative Agent, (b) (i) those banks, financial institutions and other Persons separately identified by the Borrower or the Sponsor to the Administrative Agent in writing from time to time (provided that if identified after the Closing Date, such banks, financial institutions and other persons shall be subject to the Administrative Agent’s consent not to be unreasonably withheld, conditioned or delayed) or (ii) any Affiliates of such banks, financial institutions or Persons (other than Affiliates that are bona fide debt funds or fixed income investors that are engaged in making or purchasing commercial loans in the ordinary course of business) in each case, that are either (x) separately identified by the Borrower or the Sponsor in writing to the Administrative Agent from time to time or (y) clearly identifiable solely on the basis of such bank, financial institution, Person or Affiliate’s name by the Administrative Agent, or (c) any private equity Affiliates of the Lenders; provided, that the Borrower or Sponsor may update the list of Persons identified under clauses (a) or (b) from time to time to include (x) any other Person reasonably acceptable to the Administrative Agent and (y) any other

competitor, but such updated list shall not apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in a Loan or Commitment hereunder.

**“Existing Credit Agreement”** shall mean that certain Amended and Restated Credit Agreement, dated as of June 19, 2020, by and among the Company, US Med-Equip, LLC, Medical Support Products, Inc., ORG USME Holdings, LLC, the lenders from time to time party thereto and Cadence Bank, N.A.

**“Extended Revolving Credit Commitment”** shall have the meaning set forth in Section 2.16(a)(i).

**“Extended Revolving Credit Lender”** shall have the meaning set forth in Section 2.16(a)(i).

**“Extended Revolving Credit Loan”** shall mean any Revolving Credit Loan made pursuant to an Extended Revolving Credit Commitment.

**“Extended Term Loans”** shall have the meaning set forth in Section 2.16(a)(ii).

**“Extended Term Loan Lender”** shall have the meaning set forth in Section 2.16(a)(ii).

**“Extension”** shall have the meaning set forth in Section 2.16(a).

**“Extension Offer”** shall have the meaning set forth in Section 2.16(a).

**“FATCA”** shall mean Code Sections 1471 through 1474 (as of the date of this Agreement, or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations promulgated thereunder or official interpretations thereof, any applicable agreements entered into pursuant to Code Section 1471(b)(1) (as of the date of this Agreement, or any amended or successor version described above), and any applicable intergovernmental agreement (and any related applicable fiscal or regulatory legislation, rules or official administrative practices) implementing the foregoing.

**“Federal Funds Rate”** shall mean, for any day, a fluctuating interest rate per annum equal to: (a) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next succeeding Business Day) by the Federal Reserve Bank of New York; or (b) if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

**“Fee Letter”** shall mean the Fee Letter dated as of October 23, 2020 by and between Audax Agent, Adams Street Capital Advisors LP and the Initial Borrower.

**“Fees”** shall mean all amounts payable pursuant to, or referred to in, Section 4.01 or the Fee Letter.

**“Financial Performance Covenant”** shall mean the covenant set forth in Section 10.13.

**“Foreign Subsidiary”** shall mean each Subsidiary of a Credit Party that is not a Domestic Subsidiary.

**“Fronting Exposure”** shall mean, at any time there is a Defaulting Lender, with respect to the Letter of Credit Issuer, such Defaulting Lender’s Letter of Credit Exposure other than Letter of Credit Exposure that has been Cash Collateralized in accordance with the terms hereof.

**“Fronting Fee”** shall have the meaning set forth in Section 4.01(d).

**“Funded Debt”** shall mean, as of any date of determination, all then outstanding Indebtedness of Holdings and its Restricted Subsidiaries, on a consolidated basis (without duplication), of the type described in clauses (a), (b), (d), (f), solely to the extent relating to Guarantee Obligations in respect of Indebtedness of the type described in the foregoing clauses, clause (h) and clause (i) of the defined term “Indebtedness”, including, for the avoidance of doubt, all Indebtedness owed to sellers in connection with Permitted Acquisitions and other permitted Investments, including Indebtedness permitted pursuant to Section 10.01(m); provided that Funded Debt shall not include (x) any portion of Funded Debt of any partnership or joint venture in which Holdings or a Restricted Subsidiary is a general partner that is expressly made non-recourse to Holdings or such Restricted Subsidiary, (y) the undrawn portion of any letters of credit which are not then due and payable or the unfunded amount under any surety bond or similar instrument or (z) any Indebtedness incurred pursuant to Section 10.01(c).

**“GAAP”** shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; provided, that if at any time any change in GAAP would affect the computation of any financial ratio, covenant or other requirement set forth in any Credit Document, and the Borrower notifies the Collateral Agent that the Borrower requests an amendment to any provision hereof to preserve the original intent thereof in light of such change in GAAP (or if the Collateral Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then (i) the Agents, the Lenders and the Credit Parties shall negotiate in good faith to effect such amendment and (ii) such provision shall be interpreted (and such ratio or requirement shall continue to be computed) on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

**“Governmental Authority”** shall mean the government of the United States, any foreign country or any multinational authority, or any state, commonwealth, protectorate or political subdivision thereof, and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the PBGC and other quasi-governmental entities established to perform such functions.

**“Group Members”** shall mean the collective reference to Holdings and each of its Restricted Subsidiaries.

**“Guarantee Agreement”** shall mean the Guarantee Agreement, dated as of the Closing Date, executed and delivered by each Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance reasonably satisfactory to Administrative Agent.

**“Guarantee Obligations”** shall mean, as to any Person, any Contingent Liability of such Person or other obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the **“primary obligor”**) in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, that the term “Guarantee Obligations” shall not include (x) endorsements of instruments for deposit or collection in the ordinary course of business or customary and 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 with respect to

Indebtedness) or (y) Excluded Swap Obligations. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

**“Guarantors”** shall mean (a) Holdings, (b) each Person that is a Domestic Subsidiary of the Borrower (other than an Excluded Subsidiary) on the Closing Date and (c) each Person (in each case, other than any Excluded Subsidiary) that becomes a party to the Guarantee Agreement after the Closing Date pursuant to Section 9.10.

**“Hazardous Materials”** shall mean (a) any petroleum or petroleum products, radioactive materials, friable asbestos, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, “extremely hazardous waste”, “restricted hazardous waste”, “toxic substances”, “toxic pollutants”, “contaminants”, or “pollutants”, and that are regulated, under any applicable Environmental Law; and (c) any other chemical, material or substance, which is prohibited, limited or otherwise regulated under any Environmental Law because of its dangerous or deleterious properties or characteristics.

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

**“Hedging Obligations”** shall mean, with respect to any Person, the obligations of such Person on a marked-to-market basis under Hedging Agreements.

**“Historical Financial Statements”** shall mean (a) the consolidated audited balance sheet and the related consolidated statements of operations, changes in members’ equity and cash flows of the Company and its Subsidiaries (other than Martab) for the fiscal year ended December 31, 2019, and (b) the consolidated unaudited (i) balance sheets and related unaudited statements of operations and comprehensive income and stockholders’ equity of Martab for the fiscal period from July 1, 2019 through December 31, 2019, (ii) balance sheet of the Company and its Subsidiaries (other than Martab) and the related unaudited statements of operations as of August 31, 2020 and for the eight-month period then ended, (iii) the balance sheet of Martab and the related unaudited statement of operations and comprehensive income as of August 31, 2020 and for the eight-month period then ended and (iv) the balance sheets and related statements of income and cash flows of the Company for the fiscal month ended September 30, 2020.

**“Immaterial Subsidiary”** means any Subsidiary of a Credit Party that, as of the date of the most recent financial statements required to be delivered pursuant to Section 9.1(b) or (c), does not have (a) assets (when combined with the assets of all other Immaterial Subsidiaries, after eliminating intercompany obligations) in excess of 2.50% of the Consolidated Total Assets of the Credit Parties taken as a whole or



(b) revenues (when combined with the revenues of all other Immaterial Subsidiaries, after eliminating intercompany obligations) for the period of four consecutive fiscal quarters ending on such date in excess of 2.50% of the consolidated revenues of the Credit Parties taken as a whole for such period; *provided* that, at all times prior to the first delivery of financial statements pursuant to Section 9.1(b), this definition shall be inapplicable.

***“Incremental Effective Date”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Facility”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Facility Request”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Revolving Credit Commitment”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Revolving Credit Loans”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Term Loan”*** shall have the meaning set forth in Section 2.01(d).

***“Incremental Term Loan Commitment”*** shall have the meaning set forth in Section 2.01(d).

***“Indebtedness”*** shall mean, 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 indebtedness of such Person for borrowed money and all indebtedness of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all obligations of such Person arising under letters of credit (including standby and commercial), of bankers’ acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net Hedging Obligations of such Person;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than ordinary course trade payables);

(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 and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Capital Stock;

(h) all Guarantee Obligations of such Person in respect of any of the foregoing; and

(i) any Earn-Out or similar purchase price adjustment obligation when such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP (but excluding indemnification obligations in connection with any Permitted Acquisition);

provided that Indebtedness shall not include (i) prepaid or deferred revenue arising in the ordinary course of business, (ii) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy warranties or other unperformed obligations of the seller of such asset, (iii) endorsements of checks or drafts arising in the ordinary course of business, (iv) preferred Capital Stock to the extent not constituting Disqualified Capital Stock, (v) trade accounts payable and other accrued expenses, in each case, incurred in the ordinary course of business, and (vi) deferred fees and expenses payable under the Management Services Agreement.

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 such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt. The amount of any net Hedging Obligations on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

***"indemnified liabilities"*** shall have the meaning set forth in Section 13.05.

***"Indemnified Parties"*** shall have the meaning set forth in Section 13.05.

***"Independent Debt Fund Affiliates"*** shall mean an affiliate of Sponsor that is a bona fide debt fund that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans in the ordinary course of business with respect to which none of Sponsor, any Group Member or any or their affiliates that is not such a bona fide debt fund makes investment decisions or otherwise has the power to cause the direction of such affiliate's investment decision.

***"Index Rate"*** shall mean, for any day, a floating rate equal to the greater of (a) the higher of (i) the Prime Rate in effect on such date (or, if The Wall Street Journal ceases quoting a Prime Rate of the type described, either (a) the per annum rate quoted as the base rate on such corporate loans in a different national publication as reasonably selected by the Administrative Agent or (b) the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the bank prime loan rate or its equivalent), and (ii) the Federal Funds Rate in effect on such day plus ½ of 1%, and (b) the LIBOR Rate on such date for a LIBOR Period of one month plus 1.00% per annum. Changes in the rate of interest on that portion of any Loans maintained as Index Rate Loans will take effect simultaneously with each change in the Index Rate.

***"Index Rate Loan"*** shall mean each Loan bearing interest at the Index Rate, as provided in Section 2.08(a).

***"Initial Borrower"*** shall have the meaning set forth in the preamble to this Agreement.

***"Initial Term Loan Commitment"*** shall mean, with respect to any Lender, its obligation to make Initial Term Loans to the Borrower on the Closing Date pursuant to Section 2.01(a). The aggregate amount of the Initial Term Loan Commitment as of the Closing Date is \$160,000,000.

***"Initial Term Loan Facility"*** shall have the meaning set forth in the recitals to this Agreement.

***"Initial Term Loans"*** shall have the meaning set forth in Section 2.01(a).

**“Intellectual Property”** shall have the meaning set forth in the Security Pledge Agreement.

**“Intercompany Subordination Agreement”** shall mean the Intercompany Subordination Agreement in the form attached hereto as Exhibit U-1, executed and delivered by each Credit Party, each of their respective Restricted Subsidiaries from time to time party thereto and the Collateral Agent, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance reasonably satisfactory to the Collateral Agent.

**“Investment”** shall mean, relative to any Person, (a) any loan, advance or extension of credit made by such Person to any other Person, including the purchase by such first Person of any bonds, notes, debentures or other debt securities of any such other Person; (b) Contingent Liabilities in respect of obligations of any other Person; and (c) any Capital Stock or other investment held by such Person in any other Person. The amount of any Investment at any time shall be the original principal or capital amount thereof less all returns of principal or equity thereon made on or before such time and shall, if made by the transfer or exchange of property other than cash, be deemed to have been made in an original principal or capital amount equal to the fair market value of such property at the time of such Investment.

**“IRS”** means the Internal Revenue Service of the United States and any successor thereto.

**“Junior Indebtedness”** shall mean Indebtedness which is (a) unsecured or (b) Subordinated Indebtedness or secured only by Collateral on a junior lien basis to the liens securing the Obligations and which is subject to a subordination agreement with terms that are reasonably acceptable to the Administrative Agent.

**“Latest Maturity Date”** shall mean, at any date of determination, the latest scheduled Maturity Date at such time, including the latest scheduled Maturity Date of any Extended Term Loan or any Extended Revolving Credit Commitment (or Loan thereunder).

**“LCA Election”** shall mean the Borrower’s election to treat a specified acquisition as a Limited Condition Acquisition.

**“LCA Test Date”** shall have the meaning set forth in Section 1.09.

**“Lender”** shall have the meaning set forth in the preamble to this Agreement.

**“Letter of Credit Exposure”** shall mean, with respect to any Lender, at any time, the sum (without duplication) of (a) the amount of any Unpaid Drawings in respect of which such Revolving Credit Loans have not been made in repayment of such Unpaid Drawing and (b) such Lender’s Revolving Credit Commitment Percentage of the Letters of Credit Outstanding at such time (excluding the portion thereof consisting of Unpaid Drawings in respect of which a Revolving Credit Loan has been made).

**“Letter of Credit Fee”** shall have the meaning set forth in Section 4.01(a)(ii).

**“Letter of Credit Issuer”** shall mean a Lender or Affiliate thereof or any bank or legally authorized Person designated, in each case, designated by the Administrative Agent to issue one or more Letters of Credit (or of support agreements, reimbursement agreements, guarantees or otherwise, of Letters of Credit issued by any other Person hereunder) for the Borrower or its Subsidiaries’ account, which Lender or Affiliate thereof has agreed to serve in such capacity.

**“Letter of Credit Maturity Date”** shall mean the date that is five (5) Business Days prior to the Revolving Credit Maturity Date.

**“Letter of Credit Participant”** shall have the meaning set forth in Section 3.03(a).

**“Letter of Credit Participation”** shall have the meaning set forth in Section 3.03(a).

**“Letter of Credit Request”** shall have the meaning set forth in Section 3.02(a).

**“Letter of Credit Sub-Commitment”** shall mean \$5,000,000.

**“Letters of Credit”** shall mean any standby letter of credit issued pursuant to Article III hereof.

**“Letters of Credit Outstanding”** shall mean, at any time, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Letters of Credit and (b) the aggregate amount of all Unpaid Drawings in respect of all Letters of Credit with respect to which Revolving Credit Loans have not been made in repayment thereof.

**“LIBOR Period”** shall mean, with respect to any LIBOR Rate Loan, the interest period applicable thereto, as determined pursuant to Section 2.09.

**“LIBOR Rate”** shall mean, for each LIBOR Period, the highest of (a) 1.00%, and (b) the offered rate per annum for deposits of Dollars for the applicable LIBOR Period that appears on the applicable Bloomberg screen page as of 11:00 A.M. (London, England time) two (2) Business Days prior to the first day in such LIBOR Period. If no such offered rate exists, such rate will be the rate of interest per annum, as reasonably determined by the Administrative Agent at which deposits of Dollars in immediately available funds are offered at 11:00 A.M. (London, England time) two (2) Business Days prior to the first day in such LIBOR Period by major financial institutions reasonably satisfactory to the Administrative Agent in the London interbank market for such LIBOR Period for the applicable principal amount on such date of determination.

**“LIBOR Rate Loan”** shall mean any LIBOR Term Loan or any LIBOR Revolving Credit Loan.

**“LIBOR Revolving Credit Loan”** shall mean any Revolving Credit Loan bearing interest at a rate determined by reference to the LIBOR Rate.

**“LIBOR Term Loan”** shall mean any Term Loan bearing interest at a rate determined by reference to the LIBOR Rate.

**“Lien”** shall mean any mortgage, pledge, security interest, hypothecation, assignment for collateral purposes, lien (statutory or other) or similar encumbrance, and any easement, right-of-way, license, restriction (including zoning restrictions) or encumbrance (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof) on title to real property and any financing lease having substantially the same economic effect as any of the foregoing; provided, that in no event shall an operating lease entered into in the ordinary course of business or any precautionary UCC filings made pursuant thereto by an applicable lessor or lessee, be deemed to be a Lien. For the avoidance of doubt, the term “Lien” shall not include licenses or sublicenses of Intellectual Property.

**“Limited Condition Acquisition”** shall mean a Permitted Acquisition or other permitted Investment by Holdings or one or more of its Restricted Subsidiaries whose consummation is not conditioned on the availability of, or on obtaining, third party financing; provided, that in the event the consummation of any such Permitted Acquisition shall not have occurred on or prior to the date that is one hundred twenty (120) days following the signing of the applicable definitive agreement(s) for such Limited Condition

Acquisition, such Permitted Acquisition shall no longer constitute a Limited Condition Acquisition for any purpose hereunder.

“**Loan**” shall mean, individually, any Revolving Credit Loan or Term Loan made by any Lender hereunder, and collectively, the Revolving Credit Loans and the Term Loans made by the Lenders hereunder.

“**Management Services Agreement**” shall mean that certain Agreement for Advisory, Strategic Planning and Consulting Services, dated as of November 24, 2020, by and among the Borrower and Sponsor, together with such amendments and modifications thereto as are permitted under this Agreement.

“**Management Investors**” shall mean the collective reference to a Person who is an officer or otherwise a member of management of Holdings or any of its Subsidiaries on the Closing Date.

“**Martab**” shall mean Martab Physicians & Hospital Supply Co., a New Jersey corporation.

“**Master Agreement**” shall have the meaning set forth in the definition of the term “Hedging Agreement”.

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the business, assets, operations or financial condition of Holdings and its Restricted Subsidiaries, taken as a whole, (b) the validity or enforceability of this Agreement or any of the other Credit Documents (other than as a result of acts or a failure to act by any Agent where the Credit Parties are cooperating with the Agents in remediating such adverse effect), (c) the rights or remedies of the Secured Parties or the Lenders hereunder or under the other Credit Documents (other than as a result of acts or a failure to act by any Agent where the Credit Parties are cooperating with the Agents in remediating such adverse effect), or (d) the priority of any Liens granted to Collateral Agent by the Credit Parties (other than as a result of acts or a failure to act by any Agent where the Credit Parties are cooperating with the Agents in remediating such adverse effect) with respect to a material portion of the Collateral.

“**Maturity Date**” shall mean, (i) with respect to each Revolving Credit Commitment under the Revolving Credit Facility that has not been extended pursuant to Section 2.16, the Revolving Credit Maturity Date, (ii) with respect to the Term Loans that have not been extended pursuant to Section 2.16, the Term Loan Maturity Date and (iii) with respect to any tranche of Extended Term Loans or any Extended Revolving Credit Commitment, the final maturity date as specified in the applicable Extension Offer accepted by the respective Lender or Lenders.

“**Maximum Incremental Amount**” shall mean the sum of (a) the greater of (x) \$30,000,000 and (y) 50% of Consolidated Adjusted EBITDA, calculated on a Pro Forma Basis determined as of the last day of the most recently ended fiscal quarter for which financial statements have been (or were required to have been) delivered pursuant to Section 9.01, plus (b) all voluntary prepayments of the Term Loans, including term loan repurchases made pursuant to Section 2.17 but limited to the amount actually paid with respect to such repurchase, other than to the extent funded with long-term Indebtedness, plus (c) the amount of any permanent reduction of the Revolving Credit Commitment, other than to the extent funded with long-term Indebtedness, less (d) the amount of Indebtedness incurred pursuant to Section 10.01(b), plus (e) an additional unlimited amount so long as, in the case of amounts incurred under this clause (e) only, on a Pro Forma Basis determined as of the last day of the most recently ended fiscal quarter for which financial statements have been (or were required to have been) delivered pursuant to Section 9.01 (and assuming in the case of any Incremental Revolving Credit Commitment, that any such Incremental Revolving Credit Commitments are drawn in full and excluding the cash proceeds of any such Incremental Term Loans or Incremental Revolving Credit Loans), as the case may be and after giving effect to any Permitted

Acquisition or other permitted Investment consummated in connection therewith, the Total Net Leverage Ratio shall not exceed 4.50:1.00; provided that to the extent the proceeds of any Incremental Facility are intended to be applied to finance a transaction that will be a Limited Condition Acquisition, and if the Borrower has made an LCA Election, compliance with clause (a)(y) and (e) shall be determined as of the LCA Test Date (it being understood that, unless the Borrower otherwise elects in writing to the Administrative Agent (which election may be made at the time Borrower makes a request for such Incremental Facility or in any documentation evidencing or requesting for a borrowing under such Incremental Facility); provided, further, that the aggregate amount of Incremental Revolving Credit Loans shall not exceed \$12,500,000.

**“Minimum Borrowing Amount”** shall mean, with respect to Revolving Credit Loans, \$100,000.

**“Minimum Equity Contribution”** shall have the meaning set forth in Section 6.04.

**“Moody’s”** shall mean Moody’s Investors Service, Inc. or any successor by merger or consolidation to its business.

**“Mortgage”** shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by any applicable Credit Party and the Collateral Agent for the benefit of the Secured Parties in respect of any Real Property owned by such Credit Party, in such form as agreed between such Credit Party and the Collateral Agent.

**“Mortgaged Property”** shall mean each parcel of Real Property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 9.13(b).

**“Multiemployer Plan”** shall mean any multiemployer plan, as defined in Section 4001(a)(3) of ERISA, as to which any Credit Party, Restricted Subsidiary of a Credit Party or any ERISA Affiliate has any obligation or liability, contingent or otherwise.

**“Net Casualty Proceeds”** shall mean, with respect to any Casualty Event, the amount of any insurance proceeds or condemnation awards received by any Credit Party or any of their respective Restricted Subsidiaries in connection with such Casualty Event (net of all out-of-pocket collection expenses thereof not payable to a Credit Party or Restricted Subsidiary thereof (other than reimbursements of reasonable out-of-pocket expenses of such Subsidiary) (including, without limitation, any legal or other professional fees)), but excluding any proceeds or awards required to be paid to a creditor (other than the Lenders) which holds a first priority Lien permitted by Section 10.02(c) on the property which is the subject of such Casualty Event, and less any Taxes payable by such Person on account of such insurance proceeds or condemnation award, actually paid, assessed or estimated by such Person (in good faith) to be payable within the next 12 months in cash in connection with such Casualty Event; provided, that if, after the expiration of such 12-month period, the amount of such estimated or assessed Taxes, if any, exceeded the Taxes actually paid in cash in respect of proceeds from such Casualty Event, the aggregate amount of such excess shall constitute Net Casualty Proceeds under Section 5.02(a)(iv) and be immediately applied to the prepayment of the Obligations pursuant to Section 5.02(a)(ix).

**“Net Debt Proceeds”** shall mean, with respect to the sale, incurrence or issuance by any Credit Party or any of their respective Restricted Subsidiaries of any Indebtedness, the excess of: (a) the gross cash proceeds received by such Credit Party or any of its Restricted Subsidiaries from such sale, incurrence or issuance, over (b) all underwriting commissions and legal, investment banking, underwriting, brokerage, accounting and other professional fees, sales commissions and disbursements and all other reasonable fees, expenses and charges, in each case actually incurred in connection with such sale, incurrence or issuance

which have not been paid and are not payable to Restricted Subsidiaries of such Credit Party in connection therewith (other than reimbursements of reasonable out-of-pocket expenses of such Subsidiaries).

**“Net Disposition Proceeds”** shall mean, with respect to any Disposition by any Credit Party or any of their respective Restricted Subsidiaries, the excess of: (a) the gross cash proceeds received by such Person from such Disposition, over (b) the sum of: (i) all legal, investment banking, underwriting, brokerage and accounting and other professional fees, sales commissions and disbursements and all other out-of-pocket fees, expenses and charges, in each case actually incurred in connection with such Disposition (including any reasonable and customary amounts paid by any third party and reimbursed by a Credit Party or any of their respective Restricted Subsidiaries) which have not been paid and are not payable to Restricted Subsidiaries of such Person (other than reimbursements of reasonable out-of-pocket expenses of such Subsidiaries and transaction fees paid pursuant to the Management Services Agreement to the extent permitted hereunder), and (ii) all Taxes payable by such Person on account of proceeds from such Disposition, actually paid, assessed or estimated by such Person (in good faith) to be payable in cash within the next twelve (12) months in connection with such proceeds, (iii) the amount of such cash or Cash Equivalents required to repay any Indebtedness which is secured by the assets subject to such Disposition (other than the Obligations), so long as such Indebtedness is permitted under this Agreement and is permitted to be senior to or *pari passu* with the Obligations in right of payment) and (iv) amounts provided as a reserve for liabilities or indemnification payments (fixed or contingent) attributable seller’s indemnities and representations and warranties to purchasers and other retained liabilities in respect of such Disposition undertaken by any Credit Party or any Restricted Subsidiary of a Credit Party in connection with such Disposition; provided, that if, after the expiration of the twelve-month period referred to in clause (b)(ii) above, the amount of estimated or assessed Taxes, if any, pursuant to clause (b)(ii) above exceeded the Taxes actually paid in cash in respect of proceeds from such Disposition, the aggregate amount of such excess shall constitute Net Disposition Proceeds under Section 5.02(a)(iii) and be immediately applied to the prepayment of the Obligations pursuant to Section 5.02(a)(ix); provided, further, that to the extent any amount referred to in clause (b)(iv) above ceases to be so reserved, the amount thereof, if any, pursuant to clause (b)(iv) above shall be deemed to be Net Disposition Proceeds at such time and be immediately applied to the prepayment of the Obligations pursuant to Section 5.02(a)(ix).

**“Non-Consenting Lender”** shall have the meaning set forth in Section 13.07(b).

**“Non-Excluded Taxes”** shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Credit Document and (b) to the extent not otherwise described in (a), Other Taxes.

**“Non-Restricted Persons”** shall have the meaning set forth in Section 13.06(b).

**“Non-U.S. Lender”** shall have the meaning set forth in Section 5.04(b).

**“Note”** shall mean, as the context may require, a Term Loan Note or a Revolving Credit Loan Note.

**“Notice of Borrowing”** shall have the meaning set forth in Section 2.03.

**“Notice of Control”** shall have the meaning set forth in Section 9.15(b).

**“Notice of Conversion or Continuation”** shall have the meaning set forth in Section 2.06.

**“Obligations”** shall mean (a) with respect to the Borrower, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of the Borrower arising under or in connection with any Credit Document, including any Applicable Prepayment Premiums, including all fees payable under

any Credit Document, all Letters of Credit Outstanding and the principal of and interest on the Loans when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise (including interest, premium and other amounts that would accrue during the pendency of any proceeding under bankruptcy law or otherwise of the type described in Section 11.01(h), regardless of whether allowed or allowable in such proceeding) and (b) with respect to each Credit Party other than the Borrower, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of such Credit Party arising under or in connection with any Credit Document (including all amounts that would accrue during the pendency of any proceeding under bankruptcy law or otherwise of the type described in Section 11.01(h), regardless of whether allowed or allowable in such proceeding); provided, however, for purposes of the Security Documents, the Guarantee Agreement and Section 5.02(f), “Obligations” shall include all monetary obligations under any Specified Hedging Agreements; provided, further, however, that for purposes of the Security Documents, the Guarantee Agreement and each other guarantee agreement or other instrument or document executed and delivered pursuant to Sections 9.10, 9.11 or 9.13, pursuant to any of the Security Documents, or otherwise to guarantee any of the Obligations, the term “Obligations” shall not, as to any Guarantor, include any Excluded Swap Obligations of such Guarantor.

“**Organization Documents**” shall mean, (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, if applicable, 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.

“**Original Currency**” shall have the meaning set forth in Section 13.25(a).

“**Other Connection Taxes**” shall mean, 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 Credit Document, or sold or assigned an interest in any Loan or Credit Document).

“**Other Currency**” shall have the meaning set forth in Section 13.25(a).

“**Other Taxes**” shall mean any and all present or future stamp or documentary, intangible, recording, filing or similar Taxes arising from any payment made under any Credit Document or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document, except such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“**Participant**” shall have the meaning set forth in Section 13.06(c)(i).

“**Participant Register**” shall have the meaning set forth in Section 13.06(c)(ii).

“**Patriot Act**” shall have the meaning set forth in Section 13.20.

“**PBGC**” shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.



**“Permitted Acquisition”** shall mean a Purchase which:

- (a) has been consented to in writing by the Required Lenders; or
- (b) meets the following conditions:
  - (i) prior to the consummation of any such Purchase, the Borrower shall deliver to the Administrative Agent, on behalf of the Lenders (i) to the extent available, a due diligence package (including other customary third party reports that are permitted to be shared), (ii) except with respect to a Purchase in which the Total Consideration for such acquisition is less than \$30,000,000, (x) a description of the proposed acquisition, (y) pro forma financial statements, and (z) a quality of earnings report, in each case, at least three (3) Business Days prior to the date on which any such Purchase or acquisition is to be consummated (or such shorter period as the Administrative Agent may accept) and (iii) to the extent available, copies of environmental assessments;
  - (ii) such Person and its Subsidiaries shall be required to become Credit Parties hereunder and under the other applicable Credit Documents pursuant to one or more joinder agreements in form reasonably satisfactory to the Agents and otherwise comply with its obligations under Section 9.10 hereof within the timeframes set forth therein, but subject, with respect to the perfection of Liens, to customary “funds certain provisions” substantially identical to the “Funds Certain Provisions” set forth herein (except that any reference to “Closing Date” shall be deemed to refer to the date of consummation of such proposed Permitted Acquisition); provided, that this clause (ii) shall not apply with respect to Persons (or their assets) and their respective Subsidiaries that are not required to become Credit Parties (or assets with respect to which the Collateral Agent does not receive a security interest) pursuant to Section 9.10 hereof; provided, further, that the Total Consideration paid during the term of this Agreement in respect of all Permitted Acquisitions with respect to which the acquisition target does not become a Credit Party, or the purchased assets are not required to become Collateral, shall not exceed an amount equal to the sum of (i) the greater of (x) \$25,000,000 and (y) 50% of Consolidated Adjusted EBITDA for the most recently ended Test Period in the aggregate amount outstanding at any time *plus* (ii) the Available Amounts Basket;
  - (iii) immediately before and immediately after giving effect to any such Purchase on a Pro Forma Basis, no Event of Default shall have occurred and be continuing; provided that in connection with a Limited Condition Acquisition, compliance with this clause (iii) shall be determined as of the LCA Test Date and no Specified Event of Default shall have occurred and be continuing on the date such Permitted Acquisition is consummated;
  - (iv) to the extent such Purchase is funded with the proceeds of Indebtedness that is secured, as of the last day of the most recent Test Period, the Total Net Leverage Ratio calculated on a Pro Forma Basis shall not exceed 4.50:1.00; provided that to the extent such proceeds are intended to be applied to finance a Limited Condition Acquisition, if the Borrower has made an LCA Election, the Total Net Leverage Ratio shall be tested on the date of the execution of the Limited Condition Acquisition agreement;
  - (v) such Purchase is consensual (not “hostile”) and if applicable, is approved by the board of directors (or similar governing body) of such Acquired Entity; and
  - (vi) such Credit Party shall have delivered to the Administrative Agent, on behalf of the Lenders, at least two (2) Business Days (or a shorter period approved by the Administrative Agent) prior to the date on which any such purchase or other acquisition is to be

consummated, a certificate of an Authorized Officer, substantially in the form of Exhibit P-1 attached hereto, certifying that all of the requirements set forth in this definition and in Section 10.05(k) have been satisfied or will be satisfied on or prior to the consummation of such Purchase or other acquisition.

**“Permitted Investors”** shall mean (i) Sponsor, (ii) any Controlled Affiliate of Sponsor (other than other portfolio companies of the Sponsor), (iii) with respect to Section 6.04 only, any Management Investors and (iv) any Permitted Transferee of any of the foregoing Persons.

**“Permitted Liens”** shall have the meaning set forth in Section 10.02.

**“Permitted Management Payments”** shall mean (a) all fees, expenses, charges and other amounts (including without limitation salaries and any other compensation such as bonuses, pensions, health, stock option and profit sharing payments) due and to become due to Sponsor or its Controlled Affiliates by the terms of the Management Services Agreement; provided, in the case of the annual management fee required to be paid to Sponsor or its Controlled Affiliates by the terms of the Management Services Agreement, that both immediately before and immediately after giving effect to any such payment, no Event of Default has occurred and is continuing or would immediately thereafter result therefrom, (b) reimbursement to Sponsor, its Controlled Affiliates or designees for indemnities, costs and expenses of Sponsor or its Controlled Affiliates pursuant to the terms of the Management Services Agreement; and (c) any amounts described in clauses (a) or (b) and funded solely with proceeds of issuances of Qualified Capital Stock (to the extent such proceeds have not increased the Available Amount, do not constitute Cure Amounts and have not otherwise been applied pursuant to any other provision of this Agreement), whether or not an Event of Default exists. Notwithstanding anything to the contrary herein, nothing herein shall prohibit the accrual of any fees or reimbursements under the terms of the Management Services Agreement and any such accrued amounts not paid, whether as a result of the occurrence and continuation of an Event of Default or otherwise, shall be permitted to be paid at such time when no Event of Default shall have occurred and be continuing or would immediately thereafter result therefrom.

**“Permitted Transferee”** shall mean (i) any managing director, general partner, limited partner, director, officer or employee of the Sponsor or any Controlled Affiliate of the Sponsor (other than other portfolio companies of the Sponsor) (collectively, the **“Sponsor Associates”**), (ii) the heirs, executors, administrators, testamentary trustees, legatees or beneficiaries of any Sponsor Associate and (iii) any trust, the beneficiaries of which, or a corporation or partnership, the stockholders or partners of which, an eighty percent (80.0%) or more controlling interest is held by a Sponsor Associate, his or her spouse, parents, siblings, members of his or her immediate family (including adopted children and step children) and/or direct lineal descendants.

**“Person”** shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

**“Plan”** shall mean any single-employer plan, as defined in Section 4001(a)(15) of ERISA, and subject to Title IV of ERISA, Section 412 of the Code or Sections 302 or 303 of ERISA, that is sponsored, maintained or contributed to by any Credit Party, Subsidiary of a Credit Party or an ERISA Affiliate or in respect of which any Credit Party, Subsidiary of a Credit Party or an ERISA Affiliate has any obligation or liability, contingent or otherwise.

**“Pledged Stock”** shall have the meaning set forth in the Security Pledge Agreement.

**“Prime Rate”** shall mean a variable per annum rate, as of any date of determination, equal to the rate as of such date published in the “Money Rates” section of *The Wall Street Journal* as being the “Prime

Rate” (or, if more than one rate is published as the Prime Rate, then the highest of such rates). The Prime Rate will change as of the date of publication in *The Wall Street Journal* of a Prime Rate that is different from that published on the preceding Business Day. In the event that *The Wall Street Journal* shall, for any reason, fail or cease to publish the Prime Rate, the Administrative Agent shall choose a reasonably comparable index or source to use as the basis for the Prime Rate.

“**Pro Forma Basis**” shall mean, with respect to any period, (a) any Specified Transaction or (b) the proposed incurrence of Indebtedness or making of a Restricted Payment or payment in respect of Indebtedness in respect of which compliance with any financial ratio is by the terms of this Agreement required to be calculated on a Pro Forma Basis as if such event or events described by the preceding clauses (a) and (b) had been consummated and incurred at the beginning of the applicable period for any applicable financial covenant, performance or similar test. Without duplication of any amounts added back pursuant to the definition of “Consolidated Adjusted EBITDA”, Consolidated Adjusted EBITDA shall be adjusted to take into account cost savings, operating expense reductions or synergies (and costs incurred, if applicable) that are (A) reasonably expected to occur from actions taken or expected to be taken within 12 months of a Specified Transaction, (B) directly attributable to such Specified Transaction, (C) reasonably identifiable, quantifiable and factually supportable and (D) reasonably expected to have a continuing impact on the Borrower and its Subsidiaries (in each case, of clauses (A) through (D), as identified on a schedule provided to the Administrative Agent and certified by a financial officer of the Borrower in an officer’s certificate); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this sentence, together with the aggregate amount added back pursuant to clauses (a)(i), (a)(x) and (a)(xvii) of the definition of “Consolidated Adjusted EBITDA”, shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to any such addbacks or adjustments. The aforementioned adjustments to Consolidated Adjusted EBITDA shall be added back thereto as if any such events had occurred at the beginning of the applicable calculation period; provided, that if the financial statements with respect to a Permitted Acquisition (or other permitted Investment) are not maintained in accordance with GAAP, then, subject to the reasonable approval of the Administrative Agent, the Borrower may estimate GAAP results and make such further adjustments as reasonably necessary in connection with consolidation of such financial statements with those of the Credit Parties. In making any determination on a Pro Forma Basis, (x) all Indebtedness (including Indebtedness issued, incurred or assumed as a result of, or to finance, any relevant transactions and for which the financial effect is being calculated, whether incurred under this Agreement or otherwise, but excluding normal fluctuations in revolving Indebtedness incurred for working capital purposes and not to finance any acquisition) issued, incurred, assumed or permanently repaid during the applicable period (or, in the case of determinations made pursuant to Article II or Article X, occurring during the applicable period or thereafter and through and including the date upon which the relevant transaction is consummated) shall be deemed to have been issued, incurred, assumed or permanently repaid at the beginning of such period and (y) Consolidated Interest Expense of such person attributable to interest on any Indebtedness, for which pro forma effect is being given as provided in the preceding clause (x), bearing floating interest rates shall be computed on a pro forma basis as if the rates that would have been in effect during the period for which pro forma effect is being given had been actually in effect during such periods, as reasonably and in good faith calculated by the Borrower as set forth in a certificate of a financial officer of the Borrower.

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

“**Purchase**” shall mean the purchase or other acquisition by Holdings or any of its Restricted Subsidiaries of all of the Capital Stock in, or all or substantially all of the property and assets of (or all or substantially all of the property and assets representing a business unit or business line of or customer base of), any Person (referenced herein as the “**Acquired Entity**”) that, upon the consummation thereof, will be wholly owned (other than director’s qualifying shares) directly by the Borrower or one or more of its wholly

owned Restricted Subsidiaries (including, without limitation, as a result of a merger or consolidation or the purchase or other acquisition of all or a substantial portion of the property and assets of a Person).

**“Qualified Capital Stock”** shall mean any Capital Stock that is not Disqualified Capital Stock.

**“Qualified Counterparty”** shall mean (a) any Agent, Lender or Affiliate of any Agent or Lender at the time it entered into a Specified Hedging Agreement or (b) any other Person from time to time approved in writing by the Administrative Agent.

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

**“Qualifying IPO”** shall mean the issuance by Holdings (or any direct or indirect parent thereof) 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).

**“Real Property”** shall mean, with respect to any Person, all right, title and interest of such Person (including, without limitation, any leasehold estate) in and to a parcel of real property owned, leased or operated by such Person together with, in each case, all improvements and appurtenant fixtures, equipment, personal property, easements and other property and rights incidental to the ownership, lease or operation thereof.

**“Recipient”** shall mean the Administrative Agent, any Lender, or any other recipient of any payment to be made by or on account of any Obligation or Credit Documents of the Borrower hereunder.

**“Refinancing Amendment”** shall mean an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by each of (a) the Borrower, (b) the Administrative Agent and (c) each additional Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto.

**“Refinancing Revolving Credit Commitments”** shall mean one or more tranches of Revolving Credit Commitments hereunder that result from a Refinancing Amendment.

**“Refinancing Revolving Credit Loans”** shall mean one or more tranches of Revolving Credit Loans that result from a Refinancing Amendment.

**“Refinancing Term Loan Commitments”** shall mean one or more tranches of Term Loan Commitments hereunder that result from a Refinancing Amendment.

**“Refinancing Term Loans”** shall mean one or more tranches of Term Loans that result from a Refinancing Amendment.

**“Register”** shall have the meaning set forth in Section 13.06(b)(iv).

**“Regulation D”** shall mean Regulation D of the Board as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

**“Regulation U”** shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

**“Regulation X”** shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

**“Reimbursement Date”** shall have the meaning set forth in Section 3.04(a).

**“Related Agreements”** shall mean collectively the Closing Date Acquisition Agreement and the Credit Documents.

**“Related Parties”** shall mean, with respect to any specified Person, such Person’s Affiliates and the directors, officers, employees, agents, trustees, advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

**“Release”** means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dumping, leaching or migration of Hazardous Materials into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Materials).

**“Reportable Event”** shall mean an event described in Section 4043(c) of ERISA and the regulations thereunder (excluding any such event for which the notice requirement has been waived under applicable regulations).

**“Repricing Event”** shall mean, any prepayment or repayment of Term Loans with the proceeds of, or any conversion of Term Loans into, any new or replacement tranche of term loans bearing interest at an “effective” interest rate less than the “effective” interest rate applicable to the Term Loans (as such comparative rates are reasonably determined by the Administrative Agent, in consultation with the Borrower, consistent with generally accepted financial practice, and including original issue discount and upfront fees (but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all lenders thereof), which shall be deemed to constitute like amounts of original issue discount and upfront fees, being equated to interest margins in a manner consistent with generally accepted financial practice based on an assumed four-year life to maturity).

**“Required Delayed Draw Term Loan Lenders”** shall mean, at any date, Lenders having or holding more than fifty percent of the Total Delayed Draw Term Loan Commitments.

**“Required Lenders”** shall mean, at any date, Lenders having or holding more than fifty percent of the sum of (a) the outstanding principal amount of the Term Loans and unused Delayed Draw Term Loan Commitments and (b)(i) the Total Revolving Credit Commitment or (ii) if the Total Revolving Credit Commitment has been terminated, the aggregate outstanding principal amount of the Revolving Credit Loans and Letter of Credit Exposures; provided, that (x) the Commitments and the portion of the outstanding principal amount of the Loans and the Letters of Credit Outstanding held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders and (y) the Commitments and the portion of the outstanding principal amount of the Loans held or deemed held by any Sponsor Permitted Assignee shall be excluded for purposes of making a determination of Required Lenders; provided, further, that if there are two or more Lenders that are not Affiliates of one another, Required Lenders shall require not less than two such Lenders that are not Affiliates of one another.

**“Required Payment Date”** shall have the meaning set forth in Section 5.02(a).

**“Required Revolving Lenders”** shall mean, at any date, Lenders having or holding more than fifty percent of the Total Revolving Credit Commitment, or if the Total Revolving Credit Commitment has been terminated, the aggregate outstanding principal amount of the Revolving Credit Loan and Letter of Credit Exposures; provided, that the Commitments and the portion of the outstanding principal amount of the Loans and the Letters of Credit Outstanding held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders; provided, further, that if there are two or more Revolving Lenders that are not Affiliates of one another, Required Revolving Lenders shall require not less than two such Revolving Lenders that are not Affiliates of one another.

**“Restricted Payment”** shall mean, with respect to any Person, (a) the declaration or payment of any dividend on, or the making of any payment or distribution on account of, or the purchase, redemption, defeasance, retirement or other acquisition of, any class of Capital Stock of such Person or any warrants or options to purchase any such Capital Stock, whether now or hereafter outstanding, or the making of any other distribution in respect thereof, either directly or indirectly, whether in cash or property, (b) any payment of a management fee (or other fee of a similar nature) by such Person to any holder of its Capital Stock or any Affiliate thereof other than Permitted Management Payments and (c) the payment or prepayment of principal of, or premium or interest on, any Indebtedness subordinate in right of payment to the Obligations unless such payment is permitted under the terms of the subordination agreement applicable thereto.

**“Restricted Subsidiary”** of a specified person shall mean any Subsidiary of such person (including in all events, Borrower) that is not an Unrestricted Subsidiary.

**“Retained Excess Cash Flow”** shall mean that portion of Consolidated Excess Cash Flow, determined on a cumulative basis for the immediately preceding fiscal year of Holdings (commencing with the period commencing on the Closing Date through the last day of the fiscal year ended December 31, 2021), that has not been required, and is not required, to be applied to prepay Loans (or any portion thereof) pursuant to Section 5.02(a)(i).

**“Revolving Credit Commitment”** shall mean, (a) with respect to each Lender that is a Lender on the date hereof, the amount set forth opposite such Lender’s name on and after the Closing Date, on Schedule 1.01(a) as such Lender’s “Revolving Credit Commitment” and (b) in the case of any Lender that becomes a Lender after the date hereof, the amount specified as such Lender’s “Revolving Credit Commitment” in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Total Revolving Credit Commitment, in each case as the same may be changed from time to time pursuant to terms hereof. The initial aggregate amount of the Revolving Credit Commitments as of the date hereof is \$25,000,000.

**“Revolving Credit Commitment Percentage”** shall mean at any time, for each Lender, the percentage obtained by dividing (a) such Lender’s Revolving Credit Commitment by (b) the Total Revolving Credit Commitment, subject to adjustment as provided in Section 2.15; provided, that at any time when the Total Revolving Credit Commitment shall have been terminated, each Lender’s Revolving Credit Commitment Percentage shall be its Revolving Credit Commitment Percentage as in effect immediately prior to such termination.

**“Revolving Credit Exposure”** shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of the Revolving Credit Loans of such Lender outstanding at such time and (b) such Lender’s Letter of Credit Exposure at such time.

**“Revolving Credit Facility”** shall have the meaning set forth in the recitals to this Agreement.

**“Revolving Credit Loan”** shall have the meaning set forth in Section 2.01(c).

**“Revolving Credit Loan Note”** shall mean a promissory note substantially in the form of Exhibit R-1.

**“Revolving Credit Maturity Date”** shall mean the date that is six (6) years after the Closing Date, or, if such date is not a Business Day, the next succeeding Business Day.

**“S&P”** shall mean Standard & Poor’s Ratings Services or any successor by merger or consolidation to its business.

**“SEC”** shall mean the Securities and Exchange Commission or any successor thereto.

**“Secured Parties”** shall mean, collectively, (a) the Lenders, (b) the Letter of Credit Issuer, (c) the Agents, (d) each Qualified Counterparty, (e) the beneficiaries of each indemnification obligation undertaken by any Credit Party under the Credit Documents and (f) any permitted successors, indorsees, transferees and assigns of each of the foregoing.

**“Securities Act”** shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Securitization”** shall have the meaning set forth in Section 13.08.

**“Security Documents”** shall mean, collectively, the Security Pledge Agreement, the Control Agreements, any Mortgage, and each other security agreement or other instrument or document executed and delivered pursuant to Sections 9.10, 9.11 or 9.13, pursuant to any of the Security Documents, or otherwise to secure any of the Obligations.

**“Security Pledge Agreement”** shall mean the Security Pledge Agreement, dated as of the Closing Date, by and among each Credit Party and the Collateral Agent for the benefit of the Secured Parties, as amended, restated, supplemented or otherwise modified from time to time, and in form and substance satisfactory to Collateral Agent.

**“Solvency Certificate”** shall mean a solvency certificate, duly executed and delivered by the chief financial officer or other Authorized Officer of Holdings to the Administrative Agent, in the form attached hereto as Exhibit V-1.

**“Solvent”** shall mean, with respect to any Person, at any date, that (a) the sum of such Person’s debt (including Contingent Liabilities) does not exceed the present fair saleable value, measured on a going-concern basis of such Person’s present assets, (b) such Person’s capital is not unreasonably small in relation to its business as contemplated on such date and (c) such Person has not incurred and does not intend to incur debts including current obligations beyond its ability to pay such debts as they become due in the ordinary course of business. For purposes of this definition, the amount of any Contingent Liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

**“Specified Event of Default”** shall mean any Event of Default arising under Section 11.01(a) or Section 11.01(h).

**“Specified Hedging Agreement”** shall mean any Hedging Agreement (a) entered into by (i) the Borrower and (ii) any Qualified Counterparty, as counterparty, (b) that has been designated as such by the Borrower, and (c) complies with the provisions of Section 7.4 of the Security Pledge Agreement; provided, that, any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedging Agreements. The designation of any Hedging Agreement as a Specified Hedging Agreement shall not create in favor of any Qualified Counterparty that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee Agreement except as provided in Section 13.19.

**“Specified Representations”** shall mean those certain representations and warranties provided in Section 8.01 (provided such representation shall be made solely with respect to legal existence), Section 8.02, Section 8.03 (provided that such representation shall be made solely with respect to clause (iii) thereof), Section 8.05, Section 8.07, Section 8.17 (on the closing date of any Limited Condition Acquisition), Section 8.18, Section 8.28 (provided that such representation shall be made solely with respect to use of proceeds not violating the Patriot Act) and Section 8.29 (provided that such representation shall be made solely with respect to use of proceeds not violating OFAC and other anti-terrorism laws set forth therein) hereof.

**“Specified Transaction”** shall mean, with respect to any period, (a) any Permitted Acquisition or permitted Investment or (b) any Disposition pursuant to Section 10.04.

**“Sponsor”** shall mean FS Equity Partners VIII, L.P. and its affiliated investment funds and associated funds.

**“Sponsor Permitted Assignees”** shall mean the Sponsor and its Affiliates (other than Holdings and its Subsidiaries and Independent Debt Fund Affiliates and other than portfolio companies of the Sponsor).

**“Stated Amount”** of any Letter of Credit shall mean the maximum amount from time to time available to be drawn thereunder, determined without regard to whether any conditions to Drawing could then be met.

**“Subordinated Indebtedness”** shall mean any Indebtedness of any Credit Party or any Restricted Subsidiary of any Credit Party which is subordinated to the Obligations as to right and time of payment and as to other rights and remedies thereunder and having such other terms as are, in each case, reasonably satisfactory to the Administrative Agent.

**“Subsidiary”** of any Person shall mean and include (a) any corporation, limited liability company or other business entity more than fifty percent (50%) of whose Voting Stock having by the terms thereof power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any partnership, association, joint venture or other similar entity in which such Person directly or indirectly through Subsidiaries has more than a fifty percent (50%) equity interest at the time. Unless otherwise expressly provided, all references herein to a “Subsidiary” shall mean a Subsidiary of the Borrower.

**“Supermajority Lenders”** shall mean, at any date, Lenders having or holding more than seventy-five percent of the sum of (a) the outstanding principal amount of the Term Loans and unused Delayed Draw Term Loan Commitments and (b)(i) the Total Revolving Credit Commitment or (ii) if the Total Revolving Credit Commitment has been terminated, the aggregate outstanding principal amount of the



Revolving Credit Loans and Letter of Credit Exposures; provided, that (x) the Commitments and the portion of the outstanding principal amount of the Loans and the Letters of Credit Outstanding held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders and (y) the Commitments and the portion of the outstanding principal amount of the Loans held or deemed held by any Sponsor Permitted Assignee shall be excluded for purposes of making a determination of Supermajority Lenders; provided, further, that if there are two or more Lenders that are not Affiliates of one another, Supermajority Lenders shall require not less than two such Lenders that are not Affiliates of one another.

“**Swap Obligation**” shall mean, 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**” shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements 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 Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements (which may include a Lender or any Affiliate of a Lender).

“**Taxes**” shall mean all taxes, duties, levies, imposts, charges, assessments, fees, deductions or withholdings (including any backup withholding), now or hereafter imposed, enacted, levied, collected, withheld or assessed by any Governmental Authority, and all interest, penalties or similar liabilities with respect thereto.

“**Term Loans**” shall mean, collectively, the Initial Term Loans and the Delayed Draw Term Loans and, unless the context otherwise requires, any Incremental Term Loans and any Extended Term Loans.

“**Term Loan Commitment**” shall mean, (a) in the case of each Lender that is a Lender on the date hereof, the amount set forth opposite such Lender’s name on Schedule 1.01(a) as such Lender’s “Term Loan Commitment” and (b) in the case of any Lender that becomes a Lender after the date hereof, the amount specified as such Lender’s “Term Loan Commitment” in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Term Loan Commitment, in each case as the same may be changed from time to time pursuant to the terms hereof. Unless the context shall otherwise require, the term “Term Loan Commitments” shall include any Incremental Term Loan Commitment of such Lender as set forth in any amendment under Section 2.01(d), any Refinancing Term Loan Commitment of such Lender as set forth in any Refinancing Amendment and any commitment to extend Term Loans of such Lender under Section 2.16.

“**Term Loan Maturity Date**” shall mean the date that is six (6) years after the Closing Date, or, if such date is not a Business Day, the next succeeding Business Day.

“**Term Loan Note**” shall mean a promissory note substantially in the form of Exhibit T-1.

“**Term Loan Repayment Amount**” shall have the meaning set forth in Section 2.05(b).

“**Term Loan Repayment Date**” shall have the meaning set forth in Section 2.05(b).

“**Test Period**” shall mean, for any date of determination under this Agreement, the four consecutive fiscal quarters of Holdings most recently ended with respect to which the Administrative Agent has received (or was required to have received) certified financial statements pursuant to Section 9.01 as of such date of determination.

“**Title IV Plan**” means a pension plan subject to Title IV of ERISA, other than a Multiemployer Plan, which any Credit Party or any Subsidiary of a Credit Party maintains or contributes to or incurs or otherwise has any obligation or liabilities (contingent or otherwise), including on account of any ERISA Affiliate.

“**Total Commitment**” shall mean the sum of the Term Loan Commitment, the Delayed Draw Term Loan Commitment, any Incremental Term Loan Commitment, the Total Revolving Credit Commitment and any Incremental Revolving Credit Commitment.

“**Total Consideration**” shall mean (without duplication), with respect to a Permitted Acquisition, the result of:

- (a) the sum of:
  - (i) cash paid as consideration to the seller in connection with such Permitted Acquisition,
  - (ii) the amount of Indebtedness for borrowed money assumed in connection with such Permitted Acquisition,
  - (iii) the present value of future payments which are required to be made over a period of time and are not contingent upon Holdings or any of its Subsidiaries meeting financial or other performance objectives (exclusive of salaries paid in the ordinary course of business) (discounted at the Index Rate), and
  - (iv) Earn-Outs (to the extent such obligations cease to be contingent in respect of the amount that is payable), minus
- (b) the sum of:
  - (i) the aggregate principal amount of equity contributions (which are not Disqualified Capital Stock, are not included in the Available Amounts Basket, are not proceeds received pursuant to a Cure Right and have not been previously utilized in accordance with the terms of this Agreement) made directly or indirectly to, or equity issuances (which are not Disqualified Capital Stock) by Holdings or any direct or indirect parent thereof, the proceeds of which are used substantially contemporaneously with such contribution or issuance to fund all or a portion of the cash purchase price (including deferred payments) of such Permitted Acquisition, and
  - (ii) any cash and Cash Equivalents on the balance sheet of the Acquired Entity acquired as part of the applicable Permitted Acquisition (to the extent such Acquired Entity becomes a Guarantor and complies with the requirements of Section 9.10) or as part of the property and assets acquired by a Credit Party;

provided, that Total Consideration shall not be deemed to include any consideration or payment (x) paid by Holdings or its Subsidiaries directly in the form of equity interests (that are not Disqualified Capital Stock)

of Holdings or any direct or indirect parent thereof, or (y) funded by cash and Cash Equivalents generated by any Subsidiary that is not a Guarantor. For the avoidance of doubt, no acquisition fees, costs or expenses incurred in connection with such Permitted Acquisition shall be included in the determination of Total Consideration. If any cash on the balance sheet of a foreign Acquired Entity is paid or distributed to its direct or indirect shareholders, in part, as acquisition consideration in connection with a Permitted Acquisition, then the amount that is included in the Total Consideration calculation shall be reduced by such cash amount distributed or paid.

**“Total Credit Exposure”** shall mean, as of any date of determination (a) with respect to each Lender, (i) prior to the termination of the Commitments, the sum of such Lender’s Total Commitment plus such Lender’s Term Loans or (ii) upon the termination of the Commitments, the sum of such Lender’s Term Loans and Revolving Credit Exposure and (b) with respect to all Lenders, (i) prior to the termination of the Commitments, the sum of all of the Lenders’ Total Commitments plus all Term Loans and (ii) upon the termination of the Commitments, the sum of all Lenders’ Term Loans and Revolving Credit Exposure.

**“Total Delayed Draw Term Loan Commitment”** shall mean the sum of the Delayed Draw Term Loan Commitments.

**“Total Net Leverage Ratio”** shall mean, as of the date of any determination, the ratio of (a) Consolidated Total Debt as of such date minus the aggregate amount of unrestricted cash and Cash Equivalents of up to \$30,000,000 held by Holdings and its Restricted Subsidiaries as of such date in deposit or securities accounts subject to Control Agreements (provided that such cash and Cash Equivalents shall be permitted to be deducted in the calculation of Total Net Leverage Ratio notwithstanding that such cash and Cash Equivalents are not subject to a Control Agreement for a period of 120 days after the Closing Date (or such longer period as the Collateral Agent may agree in its sole discretion)), to (b) Consolidated Adjusted EBITDA for the most recently ended Test Period.

**“Total Revolving Credit Commitment”** shall mean the sum of the Revolving Credit Commitments. On the Closing Date, the Total Revolving Credit Commitment shall be \$25,000,000 as set forth on Schedule 1.01(a), as such amount may be reduced after the Closing Date pursuant to Section 2.01(c).

**“tranche”** has the meaning specified in Section 2.16(a).

**“Transaction Documents”** shall mean each of the documents executed and/or delivered in connection with the Transactions, including without limitation, the Credit Documents.

**“Transactions”** shall mean, collectively, the transactions to occur on or prior to the Closing Date pursuant to the Credit Documents; the execution, delivery and performance of the Credit Documents and the initial Borrowings hereunder; the Closing Date Acquisition, the Closing Date Merger and the payment of consideration in connection therewith, the refinancing of the Existing Credit Agreement; and the payment of all fees, costs and expenses to be paid on or prior to the Closing Date and owing in connection with the foregoing.

**“Type”** shall mean, as to any Loan, its nature as an Index Rate Loan or LIBOR Rate Loan.

**“UCC”** shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

**“Unasserted Contingent Obligations”** shall have the meaning given to such term in the Security Pledge Agreement.

**“Unfunded Current Liability”** of any Plan shall mean the amount, if any, by which the present value of the accrued benefits under the Plan as of the close of its most recent plan year, determined based upon the actuarial assumptions used by the Plan’s actuary for purposes of determining the minimum required contributions to the Plan as set forth in the Plan’s actuarial report for such plan year, exceeded the fair market value of the assets allocable thereto as determined for purposes of the Plan’s minimum funding requirements as set forth in such report.

**“Unpaid Drawing”** shall have the meaning set forth in Section 3.04(a).

**“Unrestricted Subsidiary”** shall mean each Subsidiary of Borrower designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 10.16 unless and until it is redesignated as a “Restricted Subsidiary pursuant to Section 10.16.

**“Unused Commitment Fee”** shall have the meaning set forth in Section 4.01(a)(iii).

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

**“U.S. Foreign Holdco”** shall mean a direct or indirect Subsidiary of Borrower that owns no material assets other than Capital Stock (or Capital Stock and Indebtedness) of one or more Subsidiaries that are CFCs.

**“Voting Stock”** shall mean, with respect to any Person, shares of such Person’s Capital Stock having the right to vote for the election of directors (or Persons acting in a comparable capacity) of such Person under ordinary circumstances (other than Capital Stock or other interests having such power only by reason of the happening of a contingency where such contingency has not yet occurred).

**“Weighted Average Life to Maturity”** shall mean, 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 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; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended, the effects of any prepayments made on such Indebtedness prior to the date of the applicable extension shall be disregarded.

**“Wholly-Owned Subsidiary”** of a Person shall mean any Subsidiary of such Person, all of the Capital Stock of which (other than directors’ qualifying shares required by law) are owned by such Person, either directly or through one or more Wholly-Owned Subsidiaries of such Person.

**“Write-Down and Conversion Powers”** shall mean, 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.

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

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words “herein”, “hereto”, “hereof” and “hereunder” and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term “including” is by way of example and not limitation.

(e) The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) Any reference herein to any person shall be construed to include such person’s successors and assigns (subject to any restrictions on assignments set forth herein).

(g) 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”.

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

(i) All references to the knowledge of any Credit Party or facts known by any Credit Party shall mean actual knowledge of any Authorized Officer of such Person.

(j) Any Authorized Officer executing any Credit Document or any certificate or other document made or delivered pursuant hereto or thereto on behalf of a Credit Party, so executes or certifies in his/her capacity as an Authorized Officer on behalf of the applicable Credit Party and not in any individual capacity.

Section 1.03 Accounting Terms. 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, applied in a manner consistent with that used in preparing the Historical Financial Statements, except as otherwise permitted herein. In addition, the financial statements, the financial ratios and all related definitions set forth in the Credit Documents shall exclude (i) the application of ASC 815, ASC 480 or ASC 718 and 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 Holdings and its Subsidiaries and the treatment of any dividend accruals thereon as interest expense in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity and such interest expense as dividends), and (ii) the application of ASC 606 and ASC 840. Notwithstanding anything herein to the contrary, for purposes of representations, covenants and calculations made pursuant to the terms of this Agreement, GAAP will be deemed to treat operating leases and capital leases in a manner consistent with their current treatment under GAAP as in effect on the Closing Date, notwithstanding any modifications or interpretive changes thereto that may occur hereafter.

Section 1.04 Rounding. Any financial ratios required to be maintained or complied with by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under 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).

Section 1.05 References to Agreements, Laws, etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Credit Documents) and other Contractual Obligations shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, renewals, replacements, refinancings, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, renewals, replacements, refinancings, supplements and other modifications are not prohibited by any Credit Document; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York time (daylight or standard, as applicable).

Section 1.07 Timing of Payment of Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of LIBOR Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Corporate Terminology. Any reference to officers, shareholders, stock, shares, directors, boards of directors, corporate authority, articles of incorporation, bylaws or any other such references to matters relating to a corporation made herein or in any other Credit Document with respect to a Person that is not a corporation shall mean and be references to the comparable terms used with respect to such Person.

Section 1.09 Limited Condition Acquisitions. Solely in the case of the consummation of a Limited Condition Acquisition, if the Borrower has made an LCA Election (other than in the case of Indebtedness under the Revolving Credit Commitment or any Incremental Facility or the Delayed Draw Term Loan Commitment incurred in connection therewith, which shall remain subject to the terms and conditions thereof with respect to the impact, if any, of any Limited Condition Acquisition), (a) the Total Net Leverage Ratio, to the extent required to be tested in connection therewith, shall be calculated on a Pro Forma Basis and tested as of the date of execution of the definitive agreement(s) for such Limited Condition Acquisition (as if such transaction and other pro forma events in connection therewith were consummated on such date) (such date, the “*LCA Test Date*”), (b) for purposes of determining compliance with any provision of this Agreement which requires that no Default or Event of Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall be deemed satisfied, so long as (x) no Event of Default exists on the LCA Test Date and (y) no Specified Event of Default exists at the time of, and immediately after giving effect to, the consummation of such Limited Condition Acquisition, and (c) for purposes of determining compliance with any provision of this Agreement which requires that any of the representations and warranties made by any Credit Party set forth in

this Agreement or in any other Credit Document be true and correct, such condition shall be deemed satisfied, so long as (x) the representations and warranties in this Agreement and the other Credit Documents are true and correct in all material respects (without duplication of any materiality qualifier therein) as of the LCA Test Date and (y) the “specified acquisition representations” (or such similar term as customarily defined in the definitive agreements entered into in connection with such Limited Condition Acquisitions) and the Specified Representations (modified solely to the extent necessary to reflect the applicable terms of such Limited Condition Acquisition as set forth in the definitive agreement(s) governing such transaction) are true and correct in all material respects (without duplication of any materiality qualifier therein), at the time of, and immediately after giving effect to, the consummation of such Limited Condition Acquisition. If the Borrower has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratio or basket in connection with any subsequent Limited Condition Acquisition to be entered into on or following such LCA Test Date for any such original acquisition and prior to the earlier of (i) the date on which such original Limited Condition Acquisition is consummated or (ii) the date that the definitive agreement for such original Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratio or basket shall be calculated on a Pro Forma Basis (x) assuming that such Limited Condition Acquisition has been consummated, including any incurrence of Indebtedness and the use of the proceeds thereof and the Consolidated Adjusted EBITDA and Consolidated Net Income of the target of such Limited Condition Acquisition, and (y) assuming that such original Limited Condition Acquisition has not been consummated, excluding Consolidated Adjusted EBITDA and Consolidated Net Income of the target and any Indebtedness to be incurred.

Section 1.10 Divisions. 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 or transfer, or similar term, as applicable, to, of or with a separate Person. Notwithstanding anything to the contrary in this Agreement, (i) any division of a limited liability company shall constitute a separate Person hereunder, and each resulting division of any limited liability company that, prior to such division, is a Restricted Subsidiary, Guarantor, Credit Party or any other like term shall remain a Restricted Subsidiary, Guarantor, Credit Party or other like term, respectively, after giving effect to such division, to the extent required under this Agreement, and any resulting divisions of such Persons shall remain subject to the same restrictions and corresponding exceptions applicable to the pre-division predecessor of such divisions, (ii) in no event shall Holdings be permitted to effectuate a division and (iii) if any Restricted Subsidiary shall consummate a division permitted under this Agreement in accordance with the foregoing, such Restricted Subsidiary shall be required to (effective simultaneously with the effectiveness of such division) comply with the applicable requirements of the Security Documents, including actions described in Section 9.13(a).

Section 1.11 Benchmark Transition Event.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Credit Document in respect of such determination on such date and all determinations on all subsequent dates. If the Benchmark Replacement

is determined in accordance with clause (1) or (2) of the definition of “Benchmark Replacement,” such Benchmark Replacement will become effective as of the Reference Time on the applicable Benchmark Replacement Date without any amendment to, or further action or consent of any other party to, this Agreement. If the Benchmark Replacement is determined in accordance with clause (3) of the definition of “Benchmark Replacement,” such Benchmark Replacement will become effective at 5:00 p.m. on the fifth (5<sup>th</sup>) 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 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.

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

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of Term SOFR pursuant to clause (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section titled “Effect of Benchmark Transition Event,” including any determination with respect to a tenor, rate or adjustment or of the occurrence or nonoccurrence 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 sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section titled “Effect of Benchmark Transition Event.”

(d) Unavailability of Tenor of Term SOFR. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time and with respect to any Interest Period, if the Benchmark at such time is Term SOFR and Term SOFR for the applicable tenor 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, the Administrative Agent may (i) modify the definition of “Interest Period” for all determinations of interest at or after such time to remove such unavailable tenor and (ii) if Term SOFR, as applicable, for the applicable tenor is displayed on such screen or information service after its removal pursuant to clause (i) above, modify the definition of “Interest Period” for all determinations of interest at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a LIBOR Borrowing of, conversion to or continuation of LIBOR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Index Rate Loans. During any Benchmark Unavailability Period, the component of Index Rate based upon the then-current Benchmark will not be used in any determination of Index Rate.

(f) Certain Defined Terms. As used in this Section titled “Effect of Benchmark Transition Event”:



**“Benchmark”** means, initially, LIBOR; *provided* that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to clause (a) of this Section titled “Effect of Benchmark Transition Event.”

**“Benchmark Replacement”** means, for any Interest Period, the first alternative set forth in the order below that can be determined by the Administrative Agent as of the Benchmark Replacement Date:

- (1) the sum of: (a) Term SOFR or, if the Administrative Agent determines that Term SOFR for the applicable Corresponding Tenor cannot be determined, Next Available Term SOFR, and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body at such time or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the Benchmark Replacement Adjustment;

provided that, in the case of clauses (1) and (2) above, such rate, or the underlying rates component thereof, is or are displayed on a screen or other information service that publishes such rate or rates from time to time as selected by the Administrative Agent in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

**“Benchmark Replacement Adjustment”** means, for any Interest Period:

- (1) for purposes of clauses (1) and (2) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by the Administrative Agent as of the Benchmark Replacement Date:
  - (a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
  - (b) the spread adjustment (which may be a positive or negative value or zero) that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to USD LIBOR for the Corresponding Tenor; and
- (2) for purposes of clause (3) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark

Replacement by the Relevant Governmental Body at such time or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Index Rate,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the 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 the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

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

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark;
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein; or
- (3) in the case of an Early Opt-in Election, the first Business Day after the Rate Election Notice is provided to each of the other parties hereto.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

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

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over

the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**“Benchmark Unavailability Period”** means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark and solely to the extent that the then-current Benchmark has not been replaced with a Benchmark Replacement pursuant to clauses (1) or (2) of the definition of “Benchmark Replacement Date,” the period (x) beginning at the time that such Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder or under any Credit Document in accordance with the Section titled “Effect of Benchmark Transition Event” and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder or under any Credit Document in accordance with the Section titled “Effect of Benchmark Transition Event.”

**“Compounded SOFR”** means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which may include compounding in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Administrative Agent in accordance with:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; *provided* that:
- (2) if, and to the extent that, the Administrative Agent determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that the Administrative Agent determines are substantially consistent with at least five currently outstanding U.S. dollar-denominated syndicated credit facilities at such time (as a result of amendment or as originally executed) that are publicly available for review;

provided, further, that if the Administrative Agent decides that any such rate, methodology or convention determined in accordance with clause (1) or clause (2) is not administratively feasible for the Administrative Agent, then Compounded SOFR will be deemed unable to be determined for purposes of the definition of “Benchmark Replacement.”

**“Corresponding Tenor”** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the applicable Interest Period with respect to the then-current Benchmark.

**“Early Opt-in Election”** means the occurrence of:

- (1) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) as a benchmark interest rate, in lieu of LIBOR, Term SOFR plus a Benchmark

Replacement Adjustment (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

- (2) the joint election by the Administrative Agent, the Borrower and the Required Lenders by affirmative vote to declare that an Early Opt-in Election has occurred and the provision by the Administrative Agent of written notice of such election to each of the other parties hereto (the “**Rate Election Notice**”).

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

“**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.

“**Next Available Term SOFR**” means, at any time, for any Interest Period, Term SOFR for the longest tenor that can be determined by the Administrative Agent that is shorter than the applicable Corresponding Tenor.

“**Reference Time**” with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not LIBOR, the time determined by the Administrative Agent in accordance with the Benchmark Replacement Conforming Changes.

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

“**SOFR**” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“**Term SOFR**” means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

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

## ARTICLE II

### Amount and Terms of Credit Facilities

#### Section 2.01 Loans.

(a) Initial Term Loans. Subject to and upon the terms and conditions herein set forth, each Lender having an Initial Term Loan Commitment severally agrees to make a loan or loans (each such term loan is referred to individually as a “**Initial Term Loan**” and collectively as the “**Initial Term Loans**”) in the amount equal to such Lender’s pro rata share of the Initial Term Loan Commitment to the Initial Borrower, which Initial Term Loans (i) shall not exceed, for any such Lender, the Initial Term Loan Commitment of such Lender, (ii) shall not exceed, in the aggregate, the total Initial Term Loan Commitment, (iii) shall be made on the Closing Date, (iv) may, at the option of the Initial Borrower, be incurred and maintained as, and/or converted into, Index Rate Loans or LIBOR Term Loans; *provided that*

all such Initial Term Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Term Loans of the same Type, and (v) may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed.

(b) Delayed Draw Term Loans. (i) Subject to and upon the terms and conditions set forth herein, on any Delayed Draw Funding Date each Lender with a Delayed Draw Term Loan Commitment agrees, severally and not jointly, to make a Delayed Draw Term Loan to the Borrower in Dollars in an original principal amount equal to such Lender's pro rata share of the Delayed Draw Term Loan Commitment multiplied by the amount of the Delayed Draw Term Loan requested in the applicable Notice of Borrowing but in any event not in excess of such Lender's pro rata share of the then unfunded portion of the Delayed Draw Term Loan Commitment.

(ii) Notwithstanding anything to the contrary contained herein or in any other document, each Delayed Draw Term Loan shall be required to be requested in a minimum principal amount of \$2,000,000 and increments of \$100,000 in excess thereof (or, if less at such time, the remaining unfunded portion of the respective Delayed Draw Term Loan Commitment). Each Delayed Draw Term Loan made to the Borrower shall result in an immediate and permanent reduction in the respective Delayed Draw Term Loan Commitment in the principal amount of such Delayed Draw Term Loan so made, to be shared by the Lenders with such Delayed Draw Term Loan Commitments in accordance with their pro rata shares of the Delayed Draw Term Loan Commitment then in effect. Amounts paid or prepaid in respect of the Delayed Draw Term Loans may not be reborrowed. The Delayed Draw Term Loans will (A) initially be of the same Type and will have the same Interest Period as the Initial Term Loans outstanding immediately prior to the Borrowing of such Delayed Draw Term Loans and (B) bear interest, until the last day of such initial Interest Period, at the same rate as the Initial Term Loans outstanding immediately prior to the Borrowing of such Delayed Draw Term Loans. The Initial Term Loans and the Delayed Draw Term Loans (if and when funded) shall have the same terms and shall be treated as a single Class for all purposes, except that interest on the Delayed Draw Term Loans shall commence to accrue from the applicable Delayed Draw Funding Date thereof. On the Term Loan Maturity Date, all outstanding Delayed Draw Term Loans shall be repaid in full. Upon receipt by the Administrative Agent of written notice from the Borrower, the Delayed Draw Term Loan Commitment may be permanently reduced, in whole or in part, as directed by the Borrower so long as each such reduction is in a minimum amount of \$250,000. Such reductions shall ratably reduce, in whole or in part, the Delayed Draw Term Loan Commitment of each Lender.

(c) Revolving Credit Loans. Subject to and upon the terms and conditions herein set forth, each Lender having a Revolving Credit Commitment severally agrees to make a loan or loans (each such loan and any Incremental Revolving Credit Loans and any Extended Revolving Credit Loans, a "**Revolving Credit Loan**") to the Borrower, which Revolving Credit Loans (i) shall not exceed, for any such Lender, the Revolving Credit Commitment of such Lender, (ii) shall not, after giving effect thereto and to the application of the proceeds thereof, result in such Lender's Revolving Credit Exposure at such time exceeding such Lender's Revolving Credit Commitment at such time, (iii) shall not, after giving effect thereto and to the application of the proceeds thereof, at any time result in the aggregate amount of all Lenders' Revolving Credit Exposures exceeding the Total Revolving Credit Commitment then in effect, (iv) shall be made at any time and from time to time after the Closing Date and prior to the Revolving Credit Maturity Date, (v) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, Index Rate Loans or LIBOR Revolving Credit Loans; provided, that all Revolving Credit Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Revolving Credit Loans of the same Type, and (vi) may be repaid and reborrowed in accordance with the provisions hereof. On the Revolving Credit Maturity Date, all outstanding Revolving Credit Loans shall be repaid in full.

(d) Incremental Facilities.

(i) Requests. The Borrower may, by written notice to the Administrative Agent (each, an “**Incremental Facility Request**”), at any time prior to the Term Loan Maturity Date, request increases in the Term Loan Commitments (each, an “**Incremental Term Loan Commitment**” and the term loans thereunder, an “**Incremental Term Loan**”) and/or increases in the Revolving Credit Commitments (each, an “**Incremental Revolving Credit Commitment**” and the loans thereunder, “**Incremental Revolving Credit Loans**”; each Incremental Term Loan Commitment and each Incremental Revolving Credit Commitment are each sometimes referred to herein individually as an “**Incremental Facility**” and collectively as the “**Incremental Facilities**”) in Dollars in an aggregate amount not to exceed the Maximum Incremental Amount with respect to Incremental Term Loan Commitments, Incremental Term Loans, Incremental Revolving Credit Commitments and Incremental Revolving Credit Loans, collectively in the aggregate; provided that no commitment of any Lender shall be increased without the consent of such Lender. Such notice shall set forth (A) the amount of the Incremental Term Loan Commitment or Incremental Revolving Credit Commitment being requested (which shall be in a minimum amount of \$1,000,000 and multiples of \$100,000 in excess thereof), (B) the date (an “**Incremental Effective Date**”) on which such Incremental Facility is requested to become effective (which, unless otherwise agreed by the Agents, shall not be less than ten (10) Business Days nor more than sixty (60) days after the date of such notice), and (C) whether, in the case of Incremental Term Loan Commitments, the Incremental Term Loans shall initially consist of Index Rate Loans and/or LIBOR Rate Loans and, if the Loans are to include LIBOR Rate Loans, the LIBOR Period to be initially applicable thereto.

(ii) Lenders. Upon delivery of the applicable Incremental Facility Request, Administrative Agent and the Borrower shall mutually and reasonably determine the Persons who will provide such Incremental Facilities; provided that (A) the opportunity to provide the Incremental Facilities shall be offered by Borrower first to existing Lenders on a pro rata basis and may be made at the election of each such existing Lender (it being understood that no existing Lender will have any obligation to provide all or any portion of such Incremental Facilities) and thereafter on a non-pro rata basis, pursuant to terms reasonably acceptable to the Administrative Agent, with respect to existing Lenders) and (B) the limitations on Sponsor Permitted Assignees and Independent Debt Fund Affiliates set forth in Section 13.01, Section 13.06 and Section 13.24, as applicable, or otherwise in this Agreement shall apply to all applicable Sponsor Permitted Assignees or Independent Debt Fund Affiliates that provide all or any portion of any Incremental Facility.

(iii) Conditions. No Incremental Facility shall become effective under this Section 2.01(d) unless, immediately after giving effect to such Incremental Facility, the Loans to be made thereunder (and assuming, in the case of an Incremental Revolving Credit Commitment, that the entire amount of such Incremental Revolving Credit Commitment is funded and that the cash proceeds of such Incremental Facility are not netted), and the application of the proceeds therefrom,

(A) no Event of Default shall exist; provided that in the case of Incremental Term Loans being used to make a Limited Condition Acquisition, compliance with this clause (A) shall be determined as of the LCA Test Date and no Specified Event of Default shall exist at the time of consummation of such Limited Condition Acquisition,

(B) all representations and warranties made by each Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date); provided, that any

representation or warranty that, by its terms, is qualified as to “materiality”, “Material Adverse Effect” or similar language, shall be true and correct in all respects in accordance with its terms on such respective dates; provided that, if the proceeds of such Incremental Term Loan are being used to finance a Limited Condition Acquisition, then no Lender shall be obligated to fund the Incremental Term Loan with respect thereto unless the Specified Representations shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) and the representations and warranties contained in the agreement relating to the Limited Condition Acquisition as are material to the interests of the Agents and the Lenders shall be true and correct, but only to the extent that a Credit Party, or an Affiliate of a Credit Party, has the right to terminate its obligations under such agreement (or the right not to consummate the Limited Condition Acquisition under such agreement) as a result of the failure of such representations and warranties to be true and correct as of such date (except to the extent relating to an earlier date, in which case as of such earlier date),

(C) the proceeds of such Incremental Facility shall be used for Investments permitted by this Agreement, general working capital, general corporate purposes, capital expenditures and Permitted Acquisitions, and any other transaction not prohibited by this Agreement (including fees, costs and expenses incurred in connection therewith and the payment of Earn-outs and similar deferred purchase price obligations on account thereof) or to replenish cash on the balance sheet or to repay Loans made under the Revolving Credit Facility, in each case, previously used for purposes described in this clause (C),

(D) the Administrative Agent shall have received a certificate of an Authorized Officer of the Borrower at least three (3) Business Days prior to the proposed date of such incurrence certifying as to the foregoing and, solely with respect to the incurrence of an Incremental Facility pursuant to clause (c) of the definition of “Maximum Incremental Amount,” attaching financial statements and reasonably detailed supporting calculations, in form reasonably satisfactory to the Administrative Agent, to evidence compliance with clause (c) in the definition of “Maximum Incremental Amount”, and

(E) [reserved].

(iv) Terms. The final maturity date of any Incremental Term Loan shall be no earlier than the maturity date of the Initial Term Loans and the weighted average life to maturity of any such Incremental Term Loan shall not be shorter than the remaining weighted average life to maturity of the Initial Term Loans (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of Term Loans prior to such date of determination). The all-in yield (including interest rate margins, any interest rate floors, original issue discount and upfront fees (based on the lesser of a four-year average life to maturity or the remaining life to maturity), but excluding arrangement, structuring, amendment, commitment, underwriting and/or similar fees that are not paid or payable to all of the Lenders with respect to such Incremental Facility) applicable to any Incremental Term Loan or Incremental Revolving Credit Loans as determined by the Borrower and the Lenders providing such Incremental Term Loan or Incremental Revolving Credit Loans and that is secured on a *pari passu* basis in right of payment and security with the Credit Facility shall not be more than 0.50% per annum higher than the corresponding all-in yield (determined on the same basis) applicable to the then outstanding Initial Term Loans, the then outstanding Delayed Draw Term Loans, or any then outstanding prior Incremental Term Loan or the Revolving Credit Facility, unless the interest rate margin (and the interest rate floor, if applicable) with respect to the Revolving Credit Loans, the then outstanding Initial Term Loans, the then outstanding Delayed Draw Term Loans, and each outstanding prior Incremental Term Loan, as the case may be, is increased by an amount equal to the difference between (1) the all-in yield with respect to the Incremental Term Loan or Incremental Revolving Credit Commitment that is secured on a

*pari passu* basis in right of payment and security with the Credit Facility and (2) the all-in yield on the then outstanding Initial Term Loans, the then outstanding Delayed Draw Term Loans, any outstanding prior Incremental Term Loan, or Revolving Credit Facility, as applicable, *minus* 0.50% per annum; provided that to the extent the all-in-yield with respect to such Incremental Facility is greater than such all-in-yield with respect to the Term Loans solely as a result of a higher interest rate floor, then the interest rate margin increase shall be effectuated solely by increasing the interest rate floor on the Term Loans, but only to the extent an increase in the interest rate floor on the Term Loans would cause an increase in the interest rate then in effect thereunder. Except with respect to amortization, pricing and final maturity as set forth in this clause (iv), any Incremental Term Loan shall be on terms consistent with the Initial Term Loans or otherwise reasonably satisfactory to the Administrative Agent; provided that representations, warranties, covenants and events of default with respect to such Incremental Term Loan may be inconsistent with the Initial Term Loans so long as, if any such representation, warranty, covenant or event of default is in addition to, or more restrictive than, those applicable to the Initial Term Loans, either (x) the Initial Term Loans shall receive the benefit of any such additional or more restrictive representation, warranty, covenant or event of default or (y) such representations, warranties, covenants or events of default shall be effective after the Maturity Date applicable to the Initial Term Loans. Any Incremental Revolving Credit Loans shall be on the same terms (including all-in pricing and maturity date but excluding arrangement, structuring, amendment, commitment, underwriting and/or similar fees that are not paid or payable to all of the Lenders with respect to such Incremental Revolving Credit Commitments) as, and pursuant to documentation applicable to, the initial Revolving Credit Loans. There shall be no borrower or guarantor in respect of any Incremental Facility that is not the Borrower or a Guarantor. If any Incremental Facility is secured, such Incremental Facility shall not be secured by any assets or property other than the Collateral, shall be secured on a *pari passu* lien or junior lien basis with the then existing Loans and Commitments and shall be subject to intercreditor arrangements reasonably satisfactory to the Agents (provided that if such Incremental Facility is secured on a junior lien basis to the Credit Facility or is unsecured, such Incremental Facility will be established as a separate facility from the then existing Credit Facilities).

(v) Required Amendments. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Facility, this Agreement may be amended to the extent (but only to the extent) necessary to reflect the existence of such Incremental Facility and the Loans evidenced thereby, and any joinder agreement or amendment may without the consent of the other Lenders effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effectuate the provisions of this Section 2.01(d), and, for the avoidance of doubt, this Section 2.01(d)(v) shall supersede any provisions in Section 13.01. From and after each Incremental Effective Date, the Loans and Commitments established pursuant to this Section 2.01(d) shall constitute Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the guarantees and security interests created by the applicable Security Documents, unless the Borrower and the Lenders in respect of any such Incremental Term Loans elect lesser sharing of guarantees or Collateral. The Credit Parties shall take any actions reasonably required by the Agents to ensure and/or demonstrate that the Liens and security interests granted by the applicable Security Documents continue to be perfected under the UCC or otherwise after giving effect to the establishment of any such new Loans and Commitments.

(e) [Reserved].

(f) LIBOR Rate Loans. Each Lender, may at its option, make any LIBOR Rate Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such LIBOR Rate Loan; provided, that (i) any exercise of such option shall not affect the obligation of the Borrower to repay such LIBOR Rate Loan and (ii) in exercising such option, such Lender shall use its reasonable efforts to minimize any increased costs to the Borrower resulting therefrom (which obligation of the Lender shall not



require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it determines would be otherwise disadvantageous to it, and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 3.05 shall apply).

Section 2.02 Minimum Amount of Each Borrowing; Maximum Number of Borrowings. The aggregate principal amount of each Borrowing of Revolving Credit Loans shall be in multiples of \$100,000 and shall not be less than the Minimum Borrowing Amount with respect thereto. More than one Borrowing may be incurred on any date; provided, that at no time shall there be outstanding more than eight (8) Borrowings of LIBOR Rate Loans under this Agreement.

Section 2.03 Notice of Borrowing. (a) The Borrower shall give the Administrative Agent prior written notice (i) prior to 10:00 a.m. (New York time) at least (x) three Business Days' prior to each Borrowing of Initial Term Loans or (y) ten Business Days' prior to each Borrowing of Delayed Draw Term Loans, in each case, which are to be initially LIBOR Rate Loans (or such shorter period as the Administrative Agent may agree in the case of the Borrowing of Term Loans on the Closing Date or in connection with any Incremental Facility), and (ii) prior to 10:00 a.m. (New York time) at least one Business Day prior to each Borrowing of Term Loans which are to be Index Rate Loans. Such notice in the form of Exhibit N-1 (together with each notice of a Borrowing of Revolving Credit Loans pursuant to Section 2.03(b), a "**Notice of Borrowing**"), except as otherwise expressly provided in Section 2.10, shall be irrevocable and shall specify (A) the aggregate principal amount of the Term Loans to be made, (B) the date of the Borrowing (which shall be, (x) in the case of Initial Term Loans, the Closing Date and (y) in the case of any Incremental Term Loans, and any Delayed Draw Term Loans, the applicable funding date for such tranche), (C) whether the Term Loans shall consist of Index Rate Loans and/or LIBOR Term Loans and, if the Term Loans are to include LIBOR Term Loans, the LIBOR Period to be initially applicable thereto, and (D) the Borrower's wire instructions. The Administrative Agent shall promptly give each Lender written notice (or telephonic notice promptly confirmed in writing) of each proposed Borrowing of Term Loans, of such Lender's proportionate share thereof and of the other matters covered by the related Notice of Borrowing.

(a) Whenever the Borrower desires to incur Revolving Credit Loans hereunder (other than Borrowings to repay Unpaid Drawings under Letters of Credit), the Borrower shall give the Administrative Agent a Notice of Borrowing (i) prior to 10:00 a.m. (New York time) at least three Business Days prior to each Borrowing of LIBOR Revolving Credit Loans, and (ii) prior to 10:00 a.m. (New York time) on the requested Borrowing date for each Borrowing of Revolving Credit Loans which are to be Index Rate Loans to the extent that, after giving effect to such Revolving Credit Loan, the aggregate principal amount of the Revolving Credit Loans outstanding on such date does not exceed \$2,500,000 and prior to 10.00 a.m. (New York time) at least three Business Days prior to the requested Borrowing date for each Borrowing of Revolving Credit Loans which are to be Index Rate Loans to the extent that, after giving effect to such Revolving Credit Loan, the aggregate principal amount of the Revolving Credit Loans outstanding on such date exceeds \$2,500,000 . Each such Notice of Borrowing, except as otherwise expressly provided in Section 2.10, shall be irrevocable and shall specify (A) the aggregate principal amount of the Revolving Credit Loans to be made pursuant to such Borrowing, (B) the date of Borrowing (which shall be a Business Day), (C) whether the respective Borrowing shall consist of Index Rate Loans or LIBOR Revolving Credit Loans and, if LIBOR Revolving Credit Loans, the LIBOR Period to be initially applicable thereto, and (D) the Borrower's wire instructions. The Administrative Agent shall promptly give each applicable Lender written notice (or telephonic notice promptly confirmed in writing) of each proposed Borrowing of Revolving Credit Loans, of such Lender's proportionate share

thereof and of the other matters covered by the related Notice of Borrowing. No Revolving Credit Loans shall be borrowed on the Closing Date.

(b) Borrowings of Revolving Credit Loans to reimburse Unpaid Drawings under Letters of Credit shall be made upon the notice specified in Section 3.04(a).

(c) Without in any way limiting the obligation of the Borrower to confirm in writing any notice it may give hereunder by telephone, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer of the Borrower.

Section 2.04 Disbursement of Funds. (a) No later than (i) 12:00 noon (New York time), in the case of each Borrowing of Loans for which a Notice of Borrowing has been delivered prior to the time required under Section 2.03, on the date of the requested Borrowing specified in each Notice of Borrowing, each Lender will make available its *pro rata* portion, if any, of each Borrowing requested to be made on such date in the manner provided below, and (ii) 12:00 noon (New York time), in the case of each Borrowing of Incremental Term Loans for which all conditions to the making of such Loan set forth in this Agreement have been met prior to 10:00 a.m. (New York time) on the requested date of such Borrowing specified in the Notice of Borrowing therefor, each Lender will make available its *pro rata* portion, if any, of such Borrowing requested to be made on such date in the manner provided below.

(a) Each Lender shall make available all amounts it is to fund to the Borrower under any Borrowing, in immediately available funds to the Administrative Agent, and the Administrative Agent will (except in the case of Borrowings to repay Unpaid Drawings under Letters of Credit), upon receipt of all requested funds, make available to the Borrower, by wiring to an account designated by the Borrower to the Administrative Agent in writing, the aggregate of the amounts so made available in Dollars. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available the same to the Borrower, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower shall promptly pay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower, to the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (i) if paid by such Lender, the Federal Funds Rate or (ii) if paid by the Borrower, the then-applicable rate of interest, calculated in accordance with Section 2.08, applicable to Index Rate Loans. If the Borrower and such Lender shall pay interest to the Administrative Agent for the same (or a portion of the same) period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period.

(b) Nothing in this Section 2.04 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

Section 2.05 Payment of Loans; Evidence of Debt.

(a) Revolving Credit Loans. The Borrower agrees to repay to the Administrative Agent, for the benefit of the applicable Lenders, on the Revolving Credit Maturity Date, all then outstanding Revolving Credit Loans (including, for the avoidance of doubt, any Incremental Revolving Credit Loans).

(b) Initial Term Loans. The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders of the Initial Term Loans, beginning on the last Business Day of March 2021 and on the last Business Day of each calendar quarter thereafter (each, a “***Term Loan Repayment Date***”), an amount equal to 0.25% of the original principal amount of the Initial Term Loan on the Closing Date (each a “***Term Loan Repayment Amount***”) (which Term Loan Repayment Amount shall be reduced as a result of, and after giving effect to, the application of prepayments in accordance with the order of priority set forth in Section 5.01). For the avoidance of doubt, the Borrower agrees to pay to the Administrative Agent, for the benefit of the applicable Lenders, on the Term Loan Maturity Date, all then outstanding Term Loans (including the Initial Term Loans).

(c) Delayed Draw Term Loans. The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders of the Delayed Draw Term Loans, beginning on the last Business Day of the first calendar quarter after such Delayed Draw Term Loan is made and thereafter on each subsequent Term Loan Repayment Date, an amount equal 0.25% of the original principal amount of such Delayed Draw Term Loan (as such payments may be reduced from time to time as a result of, and after giving effect to, the application of prepayments in accordance with the order of priority set forth in Section 5.01). For the avoidance of doubt, the Borrower agrees to pay to the Administrative Agent, for the benefit of the applicable Lenders, on the Term Loan Maturity Date, all then outstanding Term Loans (including any Delayed Draw Term Loans).

(d) Pro Rata Adjustments. The Administrative Agent may, at the time of incurrence thereof, adjust the amortization payment to be made to any Lender of Term Loans in conjunction with the incurrence of any Incremental Term Loans or Extended Term Loans (in each case, solely to the extent such Incremental Term Loans or Extended Term Loans otherwise have the same terms and conditions as existing Term Loans) in order to maintain the pro rata allocation of amortization payments between and among Term Loans that otherwise have the same terms and conditions but are incurred on different dates. With respect to any Incremental Term Loan or Extended Term Loan such amortization payment shall be as specified in the applicable amendment, Extension or joinder agreement.

(e) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(f) The Borrower agrees that from time to time on and after the Closing Date, upon the request by any Lender, at the Borrower’s own expense, the Borrower will execute and deliver to such Lender a Note, evidencing the Loans made by, and payable to such Lender or registered assigns in a maximum principal amount equal to such Lender’s share of the outstanding principal amount of the Term Loans or Total Revolving Credit Commitment, as the case may be. The Borrower hereby irrevocably authorizes each Lender to make (or cause to be made) appropriate notations on the grid attached to such Lender’s Note (or on any continuation of such grid), which notations, if made, shall evidence, inter alia, the date of, the outstanding principal amount of, and the interest rate and LIBOR Period applicable to, the Loans evidenced thereby. Such notations shall, to the extent not inconsistent with notations made by the

Administrative Agent in the Register, be conclusive and binding on each Credit Party absent manifest error; provided, that the failure of any Lender to make any such notations shall not limit or otherwise affect any Obligations of any Credit Party. The Administrative Agent shall maintain the Register pursuant to Section 13.06(b)(iv), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, whether such Loan is a Term Loan or a Revolving Credit Loan, the Type of each Loan made and the LIBOR Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by any Agent from the Borrower and each Lender's share thereof. In the event of any conflict between the accounts and records maintained by any Lender pursuant to this Section 2.05 and the Register maintained by the Administrative Agent in respect of such matters, the Register maintained by the Administrative Agent shall control in the absence of manifest error.

(g) The entries made in the Register and accounts and subaccounts maintained pursuant to paragraphs (e) and (f) of this Section 2.05 shall, to the extent permitted by Applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, that the failure of any Lender or any Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement. In the event of any conflict between the accounts and records maintained by any Lender pursuant to this Section 2.05 and the Register maintained by the Administrative Agent in respect of such matters, the Register maintained by the Administrative Agent shall control in the absence of manifest error.

Section 2.06 Conversions and Continuations. (a) The Borrower shall have the option on any Business Day to convert all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of Term Loans or Revolving Credit Loans of one Type into a Borrowing or Borrowings of another Type and the Borrower shall have the option on any Business Day to continue the outstanding principal amount of any LIBOR Term Loans or LIBOR Revolving Credit Loans as LIBOR Term Loans or LIBOR Revolving Credit Loans, as the case may be, for an additional LIBOR Period; provided, that (i) no partial conversion of LIBOR Term Loans or LIBOR Revolving Credit Loans shall reduce the outstanding principal amount of LIBOR Term Loans or LIBOR Revolving Credit Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (ii) Index Rate Loans may not be converted into LIBOR Rate Loans if an Event of Default is in existence on the date of the proposed conversion and the Administrative Agent has, or the Required Lenders in respect of the Credit Facility that is the subject of such conversion have, determined in its or their sole discretion not to permit such conversion, (iii) LIBOR Rate Loans may not be continued as LIBOR Rate Loans for an additional LIBOR Period in excess of one month if an Event of Default is in existence on the date of the proposed continuation and the Administrative Agent has, or the Required Lenders in respect of the Credit Facility that is the subject of such conversion have, determined in its or their sole discretion not to permit such continuation and (iv) Borrowings resulting from conversions pursuant to this Section 2.06 shall be limited in number as provided in Section 2.02. Each such conversion or continuation shall be effected by the Borrower by giving the Administrative Agent written notice prior to 10:00 a.m. (New York time) at least three (3) Business Days (or one (1) Business Day in the case of a conversion into Index Rate Loans) (and in either case on not more than ten (10) Business Days) prior to such proposed conversion or continuation, in the form of Exhibit N-2 (each, a "**Notice of Conversion or Continuation**") specifying the Loans to be so converted or continued, the Type of Loans to be converted or continued into and, if such Loans are to be converted into or continued as LIBOR Rate Loans, the LIBOR Period to be initially applicable thereto. The

Administrative Agent shall give the Collateral Agent and each Lender notice as promptly as practicable of any such proposed conversion or continuation affecting any of its Loans.

(a) If any Event of Default is in existence at the time of any proposed continuation of any LIBOR Rate Loans for a LIBOR Period in excess of one (1) month and the Administrative Agent has, or the Required Lenders have, determined in its or their sole discretion not to permit such continuation, such LIBOR Rate Loans shall be automatically continued on the last day of the current LIBOR Period into LIBOR Rate Loans with a LIBOR Period of one (1) month. If, upon the expiration of any LIBOR Period in respect of LIBOR Rate Loans, the Borrower has failed to elect a new LIBOR Period to be applicable thereto as provided in Section 2.06(a), the Borrower shall be deemed to have elected to convert such Borrowing of LIBOR Rate Loans into a Borrowing of Index Rate Loans effective as of the expiration date of such current LIBOR Period. If the Borrower has timely submitted a Notice of Conversion or Continuation, but fails to elect a LIBOR Period to be applicable thereto, the Borrower shall be deemed to have elected a LIBOR Period of one month's duration.

Section 2.07 Pro Rata Borrowings. Each Borrowing of Term Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Term Loan Commitments. Each Borrowing of Revolving Credit Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then applicable Revolving Credit Commitments. Each Borrowing of Incremental Term Loans under this Agreement shall be granted by the Lenders *pro rata* on the basis of their then-applicable Incremental Term Loan Commitments. It is understood that no Lender shall be responsible for any default by any other Lender in its obligation to make Loans hereunder and that each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fulfill its commitments hereunder.

Section 2.08 Interest. (a) The unpaid principal amount of each Revolving Credit Loan and Term Loan that is an Index Rate Loan shall bear interest from the date of the Borrowing thereof at a rate per annum that shall at all times be the Applicable Margin plus the Index Rate in effect from time to time.

(a) The unpaid principal amount of each Revolving Credit Loan and Term Loan that is a LIBOR Rate Loan shall bear interest from the date of the Borrowing thereof until maturity thereof at a rate per annum that shall at all times be the Applicable Margin in effect from time to time plus the relevant LIBOR Rate.

(b) Automatically from and after the occurrence of a Specified Event of Default, the Borrower shall pay interest on (i) the principal amount of all Loans to the extent permitted by Applicable Law, at the rate described in Section 2.08(a) or Section 2.08(b), as applicable, plus two (2) percentage points (2%) per annum and (ii) all other due and unpaid Obligations (other than Obligations due with respect to Specified Hedging Agreements), at a rate equal to (x) in the case of past due interest, the default rate applicable to the Loans giving rise to such interest and (y) in the case of all other Obligations, the default rate applicable to Index Rate Loans under the Revolving Credit Facility whether or not such Index Rate Loans are actually outstanding. All such interest shall be payable on demand and in cash.

(c) Interest on each Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment or prepayment thereof and shall be payable (i) in respect of each Index Rate Loan, quarterly in arrears on the last Business Day of each March, June, September and December, beginning with the quarter during which the Closing Date occurs, (ii) in respect of each LIBOR Rate Loan, on the last day of each LIBOR Period applicable thereto and, in the case of an LIBOR Period in excess of three months, on each date occurring at three-month intervals after the first day

of such LIBOR Period, and (iii) in respect of each Loan (except, other than in the case of prepayments, any Revolving Credit Loans that are Index Rate Loans), on the date of prepayment thereof (on the amount prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(d) All computations of interest hereunder shall be made in accordance with Section 5.05.

(e) The Administrative Agent, upon determining the interest rate for any Borrowing of LIBOR Rate Loans, shall promptly notify the Borrower and the relevant Lenders thereof. Each such determination shall, absent clearly demonstrable error, be final and conclusive and binding on all parties hereto.

Section 2.09 LIBOR Periods. At the time the Borrower gives a Notice of Borrowing or a Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of LIBOR Rate Loans (in the case of the initial LIBOR Period applicable thereto) or prior to 10:00 a.m. (New York time) on the third (3<sup>rd</sup>) Business Day (and in any event, on not more than ten (10) Business Days' notice) prior to the expiration of an LIBOR Period applicable to a Borrowing of LIBOR Rate Loans, the Borrower shall have, by giving the Administrative Agent written notice the right to elect the LIBOR Period applicable to such Borrowing, which LIBOR Period shall, at the option of the Borrower, be a one, two, three or six month period (or a twelve month or shorter than one month period if, at the time of the relevant Borrowing, all Lenders participating therein agree to make an LIBOR Period of such duration available):

(a) the initial LIBOR Period for any Borrowing of LIBOR Rate Loans shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of Index Rate Loans) and each LIBOR Period occurring thereafter in respect of such Borrowing shall commence on the day on which the immediately preceding LIBOR Period expires;

(b) if any LIBOR Period relating to a Borrowing of LIBOR Rate Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such LIBOR Period, such LIBOR Period shall end on the last Business Day of the calendar month at the end of such LIBOR Period;

(c) if any LIBOR Period would otherwise expire on a day that is not a Business Day, such LIBOR Period shall expire on the next succeeding Business Day; provided, that if any LIBOR Period in respect of a LIBOR Rate Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such LIBOR Period shall expire on the immediately preceding Business Day; and

(d) the Borrower shall not be entitled to elect any LIBOR Period in respect of any LIBOR Rate Loan if such LIBOR Period would extend beyond the applicable Maturity Date of such Loan.

Section 2.10 Increased Costs, Illegality, etc. (a) In the event that (x) in the case of clause (i) below, the Administrative Agent or (y) in the case of clauses (ii) and (iii) below, any Lender, in each case, shall have reasonably determined:

(i) [reserved]; or

(ii) at any time that a Change in Law causes such Lender to incur increased costs or reductions in the amounts received or receivable hereunder (other than lost profit) with respect to any LIBOR Rate Loans (other than any such increase or reduction attributable to Excluded Taxes or Non-Excluded Taxes); or

(iii) at any time, that the making or continuance of any LIBOR Rate Loan has become (A) due to a Change in Law, unlawful under any Applicable Law (or would conflict with any such Applicable Law not having the force of law even though the failure to comply therewith would not be unlawful), or (B) impracticable as a result of a contingency occurring after the Closing Date that materially and adversely affects the London interbank market,

then, and in any such event, such Lender shall promptly give written notice to the Borrower and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (A) in the case of clause (ii) above, the Borrower shall pay to such Lender, within five (5) days after receipt of written demand therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its reasonable discretion shall determine) as shall be required to compensate such Lender for such increased costs or reductions in amounts receivable hereunder (it being agreed that a written notice as to the additional amounts owed to such Lender, showing in reasonable detail the basis for the calculation thereof, submitted to the Borrower by such Lender shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto) and (B) in the case of clause (iii) above, the Borrower shall take one of the actions specified in Section 2.10(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any LIBOR Rate Loan is affected by the circumstances described in (i) Section 2.10(a)(ii), the Borrower may either (A) if the affected LIBOR Rate Loan is then being made pursuant to a Borrowing, cancel said Borrowing by giving the Administrative Agent written notice thereof on the same date that the Borrower was notified by a Lender pursuant to Section 2.10(a)(ii) or (B) if the affected LIBOR Rate Loan is then outstanding, upon at least three (3) Business Days' notice to the Administrative Agent, require the affected Lender to convert each such LIBOR Rate Loan into an Index Rate Loan at the end of the applicable LIBOR Period for such LIBOR Rate Loans; provided, that if more than one (1) Lender is so affected at any time, then all affected Lenders must be treated in the same manner pursuant to this Section 2.10(b) or (ii) Section 2.10(a)(iii), (A) if the affected LIBOR Rate Loan is then being made pursuant to a Borrowing, such Borrowing shall automatically be deemed cancelled and rescinded and (B) if the affected LIBOR Rate Loan is then outstanding, each such LIBOR Rate Loan shall automatically be converted into an Index Rate Loan at the end of the applicable LIBOR Period for such LIBOR Rate Loans; provided, that if more than one (1) Lender is affected at any time, then all affected Lenders must be treated in the same manner pursuant to this Section 2.10(b).

(c) If, after the later of the Closing Date, and the date such entity becomes a Lender hereunder, the adoption of any Applicable Law regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by a Lender or its parent with any request or directive made or adopted after such date regarding capital adequacy (whether or not having the force of law) of any such authority, association, central bank or comparable agency, has the effect of reducing the rate of return on such Lender's or its parent's capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent could have achieved but for such adoption, effectiveness, change or compliance (taking into consideration such Lender's or its parent's policies with respect to capital adequacy), then within five (5) days after demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent for such

reduction, it being understood and agreed, however, that a Lender shall not be entitled to such compensation as a result of such Lender's compliance with, or pursuant to any request or directive to comply with, any such Applicable Law as in effect on the Closing Date or the date such entity becomes a Lender hereunder, as the case may be. Each Lender (on its own behalf), upon determining in good faith that any additional amounts will be payable pursuant to this Section 2.10(c), will, as promptly as practicable upon ascertaining knowledge thereof, give written notice thereof to the Borrower, which notice shall set forth in reasonable detail the basis of the calculation of such additional amounts. The failure to give any such notice, with respect to a particular event, within the time frame specified in Section 2.13, shall not release or diminish any of the Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c) for amounts accrued or incurred after the date of such notice with respect to such event.

Section 2.11 Compensation. If (a) any payment of principal of a LIBOR Rate Loan is made by the Borrower to or for the account of a Lender other than on the last day of the LIBOR Period for such LIBOR Rate Loan as a result of a payment or conversion pursuant to Sections 2.05, 2.06, 2.10, 5.01 or 5.02, as a result of acceleration of the maturity of the Loans pursuant to Article XI or for any other reason, (b) any Borrowing of LIBOR Rate Loans is not made as a result of a withdrawn Notice of Borrowing (except with respect to a revocation as provided in Section 2.10), (c) any Index Rate Loan is not converted into a LIBOR Rate Loan as a result of a withdrawn Notice of Conversion or Continuation, (d) any LIBOR Rate Loan is not continued as a LIBOR Rate Loan as a result of a withdrawn Notice of Conversion or Continuation or (e) any prepayment of principal of a LIBOR Rate Loan is not made as a result of a withdrawn notice of prepayment pursuant to Sections 5.01 or 5.02, the Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that such Lender may reasonably incur as a result of such payment, failure to convert, failure to continue, failure to prepay, reduction or failure to reduce, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such LIBOR Rate Loan. For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 2.11, each Lender shall be deemed to have funded each LIBOR Rate Loan made by it at the LIBOR Rate for such LIBOR Rate Loan by a matching deposit or other borrowing in the London interbank market for a comparable amount and for a comparable period, whether or not such LIBOR Rate Loan was in fact so funded.

Section 2.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Sections 2.10(a)(ii), 2.10(a)(iii), 2.10(b), 3.05 or 5.04 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to (i) designate or assign its rights and transfer its obligations hereunder to another lending office, branch or affiliate for any Loans affected by such event or (ii) file any certificate or document reasonably requested in writing by the Borrower; provided, that such designation is made on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Sections 2.10, 3.05 or 5.04.

Section 2.13 Notice of Certain Costs. Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Sections 2.10, 2.11 or 3.05 is given by any Lender more than one hundred eighty (180) days after such Lender has knowledge of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, Tax



or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Sections 2.10, 2.11 or 3.05, as the case may be, for any such amounts incurred or accruing prior to the giving of such notice to the Borrower; provided, that if the Change in Law or other event giving rise to the additional cost, reduction in amounts, loss, Tax or other additional amounts is retroactive, then the 180-day period referred to above will be extended to include the period of retroactive effect thereof.

Section 2.14 Cash Collateral.

(a) Certain Credit Support Events. Upon the request of the Administrative Agent or the Letter of Credit Issuer (i) if, in accordance with Section 3.01(a), a Letter of Credit is to be issued at any time that there is a Defaulting Lender, or (ii) if, as of the Letter of Credit Maturity Date, any Letter of Credit Exposure for any reason remains outstanding, the Borrower shall, in each case, as promptly as practicable, after giving effect to the reallocation provisions pursuant to Section 2.15(a)(iv), Cash Collateralize the then outstanding amount of all Letter of Credit Exposure.

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at a financial institution selected by the Borrower and reasonably acceptable to the Collateral Agent. The Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Collateral Agent, for the benefit of the Collateral Agent, the Letter of Credit Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.14(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.14, Section 2.15, Article III, Section 5.02 or Section 11.02 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific Letter of Credit Exposure, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released to the Borrower promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 13.06)) or (ii) the Administrative Agent's and the Letter of Credit Issuer's determination, in their sole discretion, that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Credit Party shall not be released during the continuance of a Default or Event of Default (and following application as provided in this Section 2.14 may be otherwise applied in accordance with Section 5.02(f)), and (y) the Person providing Cash Collateral and the Letter of Credit Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

Section 2.15 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 13.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 5.02(f) or Article XI or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 13.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the Letter of Credit Issuer hereunder; third, if so determined by the Administrative Agent or requested by the Letter of Credit Issuer, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of Letter of Credit Participations; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy such Defaulting Lender's potential future funding with respect to Loans under this Agreement; sixth, to the payment of any amounts owing to the Lenders or the Letter of Credit Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Letter of Credit Issuer against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or Letter of Credit Exposure in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or a Revolving Credit Loan to reimburse a Drawing were made at a time when the conditions set forth in Section 7.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Revolving Credit Loan to reimburse a Drawing owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or Revolving Credit Loan to reimburse a Drawing owed to, that Defaulting Lender until such time as all Loans and funded and unfunded participations in Letter of Credit Exposure are held by the Lenders pro rata in accordance with the Commitments without giving effect to Section 2.15(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender: (x) shall not be entitled to receive any Fees set forth in Section 4.01(a)(iii) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such Fees that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 4.01(a)(ii).

(iv) Reallocation of Revolving Credit Commitment Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund Letter of Credit Participations hereunder, the “Revolving Credit Commitment Percentage” of each non-Defaulting Lender shall be computed without giving effect to the Revolving Credit Commitment of that Defaulting Lender; provided, that (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, unless the affected Lenders shall otherwise agree in writing, no Default or Event of Default exists, and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund Letter of Credit Participations shall not exceed the positive difference, if any, of (1) the Revolving Credit Commitment of that non-Defaulting Lender minus (2) the aggregate outstanding amount of the Revolving Credit Exposure of that Lender.

(v) Cash Collateral. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the Letter of Credit Issuer’s Fronting Exposure in accordance with the procedures set forth in Section 2.14.

(vi) Responsibility. The failure of any Defaulting Lender to make any Revolving Credit Loan, or to fund any purchase of any participation to be made or funded by it (including, without limitation, with respect to any Letters of Credit), or to make any payment required by it under any Credit Document on the date specified therefor shall not relieve any other Lender of its obligations to make such loan, fund the purchase of any such participation, or make any other such required payment on such date, and neither Agent nor, other than as expressly set forth herein, any other Lender shall be responsible for the failure of any Defaulting Lender to make a loan, fund the purchase of a participation or make any other required payment under any Credit Document.

(b) Defaulting Lender Cure. Once the Defaulting Lender has cured such default in a manner reasonably satisfactory to the Administrative Agent, the Letter of Credit Issuer and the Borrower, 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 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 Letter of Credit Participations to be held on a pro rata basis by the Lenders in accordance with their Revolving Credit Commitment Percentages (without giving effect to Section 2.15(a)(iv)), whereupon that 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 Borrower 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 a Lender that is not a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender’s having been a Defaulting Lender.

#### Section 2.16 Extensions of Loans.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an “*Extension Offer*”) made from time to time by the Borrower to all Lenders holding Term Loans with the same scheduled Maturity Date or all Lenders with Revolving Credit Commitments with the same scheduled Maturity Date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of such respective Term Loans or amounts of Revolving Credit Commitments, as the case may be) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in any such Extension Offer to extend the scheduled Maturity Date of each such Lender’s Term

Loans and/or Revolving Credit Commitments, and, subject to the terms hereof, otherwise modify the terms of such Term Loans and/or Revolving Credit Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate and/or fees payable in respect of such Term Loans and/or Revolving Credit Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender's Term Loans) (each, an "**Extension**", and each such group of extended Term Loans, and/or Revolving Credit Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Credit Commitments (in each case not so extended), being a "**tranche**"), so long as the following terms are satisfied:

(i) except as to interest rates, fees and final commitment termination date (which shall be determined by the Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extended Revolving Credit Lenders), the Revolving Credit Commitment of any Lender that agrees to an Extension with respect to such Revolving Credit Commitment (an "**Extended Revolving Credit Lender**") extended pursuant to an Extension (an "**Extended Revolving Credit Commitment**"), and the related outstandings, shall be a Revolving Credit Commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Lenders) as the original Revolving Credit Commitments (and related outstandings); provided that (1) the borrowing and payments (except for (A) payments of interest and/or fees at different rates on Extended Revolving Credit Commitments (and related outstandings), (B) repayments required upon the scheduled Revolving Credit Maturity Date of the non-extended tranche of Revolving Credit Commitments and (C) repayment made in connection with a permanent repayment and termination of commitments) of Revolving Credit Loans with respect to Extended Revolving Credit Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Credit Commitments, (2) all Letters of Credit shall be participated on a pro rata basis by all Lenders with Revolving Credit Commitments in accordance with their percentage of the aggregate Revolving Credit Commitments, in each case giving effect to any Extended Revolving Credit Commitments, (3) the permanent repayment of Revolving Credit Loans with respect to, and termination of, Extended Revolving Credit Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Credit Commitments, except that the Borrower shall be permitted to permanently repay and terminate commitments of any such tranche on a better than pro rata basis as compared to any other tranche with a later scheduled Revolving Credit Maturity Date than such tranche, (4) assignments and participations of Extended Revolving Credit Commitments and Extended Revolving Credit Loans shall be governed by the same assignment and participation provisions applicable to the other tranches of Revolving Credit Commitments and Revolving Credit Loans and (5) at no time shall there be Revolving Credit Commitments (including Extended Revolving Credit Commitments and any original Revolving Credit Commitments) which have more than three (3) different scheduled Maturity Dates;

(ii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iii), (iv) and (v), be determined by the Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extended Term Loan Lenders), the Term Loans of any Lender that agrees to an Extension with respect to such Term Loans owed to it (an "**Extended Term Loan Lender**") extended pursuant to any Extension ("**Extended Term Loans**") shall have substantially similar terms as the tranche of Term Loans subject to such Extension Offer, or (taken as a whole) no more favorable to the Lenders providing the Loans that are being extended or replaced (in each case, other than for terms applicable only to periods after the Latest Maturity Date of the Term Loans that are not being extended) to those applicable to the existing tranche from which they are to be extended) unless such existing tranche of Term Loans are concurrently amended to include such terms;

(iii) the scheduled Maturity Date of any Extended Term Loans shall be no earlier than the then Latest Maturity Date at the time of extension and the amortization schedule

applicable to Loans made pursuant to Section 2.05(b) for periods prior to the Term Loan Maturity Date shall not be increased;

(iv) the weighted average life to maturity of any Extended Term Loans shall be no shorter than the weighted average life to maturity of the Term Loans extended thereby (based on the lesser of a four-year average life to maturity or the remaining life to maturity),

(v) any Extended Term Loans may participate on a pro rata basis or less than pro rata basis with all Term Loans (but not greater than pro rata basis), in each case after giving effect to any Extended Term Loans, in any voluntary or mandatory prepayments hereunder, in each case as specified in the respective Extension Offer; and

(vi) if the aggregate principal amount of Term Loans (calculated on the outstanding principal amount thereof) and/or Revolving Credit Commitments, as the case may be, in respect of which Lenders holding Term Loans or Lenders with Revolving Credit Commitments, as applicable, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans and/or Revolving Credit Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans and/or Revolving Credit Loans, as applicable, of such Lenders, as applicable, shall be extended ratably up to such maximum amount based on the respective principal amounts of Term Loans or Revolving Credit Commitments, as applicable, with respect to which such Lenders, as applicable, have accepted such Extension Offer.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.16, (i) such Extensions shall not constitute optional prepayments for purposes of Section 5.01 nor mandatory payments for purposes of Section 5.02 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment; provided that the Borrower may, at its election, specify as a condition to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Term Loans and/or Revolving Credit Loans, as applicable, of any or all applicable tranches be tendered. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.16 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans, Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Section 5.02) or any other Credit Document that may otherwise prohibit or conflict with any such Extension or any other transaction contemplated by this Section.

(c) No consent of any Lender shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Credit Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Credit Loan Commitments, the consent of the Letter of Credit Issuer. All Extended Term Loans, Extended Revolving Credit Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Credit Documents and secured by the Collateral on a *pari passu* basis with all other applicable Obligations under this Agreement and all other Credit Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Credit Documents with the Borrower (on behalf of all the Credit Parties) as may be necessary or appropriate in order to establish new tranches or sub-tranches in respect of Revolving Credit Commitments or Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.16. In addition, if so provided in such amendment and with the consent of each Letter of Credit Issuer, participations in Letters of Credit expiring on or after the scheduled Maturity Date in respect of the

Revolving Credit Facility shall be re-allocated from Lenders holding non-extended Revolving Credit Commitments to Lenders holding Extended Revolving Credit Commitments in accordance with the terms of such amendment; provided, however, that such participation interests shall, upon receipt thereof by the relevant Lenders holding Extended Revolving Credit Commitments, be deemed to be participation interests in respect of such Extended Revolving Credit Commitments and the terms of such participation interests (including the fees applicable thereto) shall be adjusted accordingly. Without limiting the foregoing, in connection with any Extensions, the applicable Credit Parties shall (at their expense) amend (and the Administrative Agent is hereby directed by the Lenders to amend) any Mortgage that has a maturity date prior to the then Latest Maturity Date so that such maturity date is extended to the then Latest Maturity Date (or such later date as may be advised by local counsel to the Administrative Agent).

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least ten (10) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.16.

(e) This Section 2.16 shall supersede any provisions of Section 12.11, Section 13.01 or Section 13.09(b) to the contrary.

Section 2.17 Certain Permitted Term Loan Repurchases. Notwithstanding anything to the contrary contained in this Section 2.17 or any other provision of this Agreement, so long as no Default or Event of Default has occurred and is continuing or would immediately result therefrom, Borrower may repurchase on a non-pro rata basis, outstanding Term Loans, subject to the following terms and conditions:

(i) Borrower shall effect such repurchase through one or more modified Dutch auctions (each, a ***"Borrower Auction"***) to repurchase all or any portion of any class of the Term Loans (such Term Loans, the ***"Borrower Offer Loans"***) of Lenders; *provided* that, (A) Borrower delivers a notice of the Term Loans that will be subject to such Borrower Auction to Administrative Agent (for distribution to the Lenders) no later than 12:00 noon (New York City time) at least five (5) Business Days in advance of a proposed consummation date of such Borrower Auction indicating (1) the date on which the Borrower Auction will conclude, (2) the maximum principal amount of relevant Term Loans Borrower is willing to purchase in the Borrower Auction and (3) the range of discounts to par at which Borrower would be willing to repurchase the Borrower Offer Loans; (B) the minimum dollar amount of the Borrower Auction shall be no less than an aggregate \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof; (C) Borrower shall hold the Borrower Auction open for a minimum period of three (3) Business Days and a maximum period of ten (10) Business Days; (D) a Lender who elects to participate in the Borrower Auction may choose to tender all or part of such Lender's relevant Term Loans; (E) the Borrower Auction shall be made to Lenders holding the Borrower Offer Loans on a pro rata basis in accordance with their pro rata shares; and (F) the Borrower Auction shall be conducted pursuant to such procedures as the Administrative Agent may establish which are consistent with this Section 2.17 and are reasonably acceptable to Borrower, that a Lender must follow in order to have its Borrower Offer Loans repurchased;

(ii) the purchase consideration for such assignment shall in no event, be funded directly with the proceeds of Revolving Credit Loans (whether by any Restricted Payment or otherwise) and after giving effect to such purchase, no Revolving Credit Loans shall be outstanding;

(iii) with respect to all repurchases made by Borrower pursuant to this Section 2.17, (A) Borrower shall pay to the applicable assigning Lender all accrued and unpaid interest, if any, on the repurchased Term Loans on the date of repurchase of such Term Loans and (B) such repurchases shall not be deemed to be voluntary prepayments pursuant to Section 5.01, except that the amount of the Term Loans so repurchased shall be applied as directed by Borrower to reduce the scheduled remaining installments of principal on such Term Loans; and

(iv) following repurchase by Borrower pursuant to this Section 2.17, the 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 Borrower), for all purposes of this Agreement and all other Credit Documents, including, but not limited to (A) the making of, or the application of, any payments to the Lenders under this Agreement or any other Credit Document, (B) the making of any request, demand, authorization, direction, notice, consent or waiver under this Agreement or any other Credit Document or (C) the determination of Required Lenders, or for any similar or related purpose, under this Agreement or any other Credit Document. In connection with any Term Loans repurchased and cancelled pursuant to this Section 2.17, Administrative Agent is authorized to make appropriate entries in the Register to reflect any such cancellation.

Section 2.18 Refinancing Facilities. At any time after the Closing Date, the Borrower may obtain, from any Lender or any additional Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Term Loans or Revolving Credit Loans then outstanding under this Agreement (which will be deemed to include any then outstanding Incremental Term Loans under any Incremental Term Loan Commitments or Incremental Revolving Credit Commitments) and any then outstanding Refinancing Term Loans in the form of Refinancing Term Loans or Refinancing Term Loan Commitments or any then outstanding Refinancing Revolving Credit Loans in the form of Refinancing Revolving Credit Loans or Refinancing Revolving Credit Commitments, in each case, pursuant to a Refinancing Amendment, together with any applicable intercreditor agreement or other customary subordination agreement; provided, that such Credit Agreement Refinancing Indebtedness (i) shall be unsecured or, to the extent secured, shall rank *pari passu* or junior in right of payment and/or of security with the other Loans and Commitments hereunder, (ii) will, to the extent permitted by the definition of “Credit Agreement Refinancing Indebtedness”, 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 and the Lenders thereof and (iii) will, to the extent in the form of Refinancing Revolving Credit Loans or 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, 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 Credit Agreement Refinancing Indebtedness 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 any Indebtedness being replaced or refinanced with such Credit Agreement Refinancing Indebtedness 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 Credit Documents as may

be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section. This Section 2.18 shall supersede any provisions of Section 12.11, Section 13.01 or Section 13.09(b) to the contrary.

### ARTICLE III

#### Letters of Credit

##### Section 3.01 Issuance of Letters of Credit.

(a) Subject to and upon the terms and conditions herein set forth, at any time from time to time from and including the Closing Date and prior to the Revolving Credit Maturity Date, the Administrative Agent agrees to cause a Letter of Credit Issuer, if there is a Letter of Credit Issuer at such time, to issue, upon the request of the Borrower, and for the account of the Borrower or any of its Subsidiaries, a Letter of Credit in such form as may be approved by the Letter of Credit Issuer in its reasonable discretion; provided, that the Borrower shall be a co-applicant, and be jointly and severally liable, with respect to each Letter of Credit issued for the account of any such Subsidiary. Notwithstanding the foregoing, (i) no Letter of Credit shall be issued the Stated Amount of which, when added to the Letters of Credit Outstanding at such time, would exceed the Letter of Credit Sub-Commitment then in effect, (ii) no Letter of Credit shall be issued the Stated Amount of which, when added to the Letters of Credit Outstanding and the Revolving Credit Loans outstanding at such time, would exceed the Total Revolving Credit Commitment then in effect, (iii) the Administrative Agent shall not have any liability hereunder in the event that the Administrative Agent is unable to cause any Letter of Credit Issuer to issue Letters of Credit hereunder, (iv) no Letter of Credit shall be issued in a stated face amount of less than \$100,000 (unless consented to otherwise in writing by Administrative Agent in its sole discretion) and (v) each Letter of Credit shall have an expiration date occurring no later than the earlier of (A) one (1) year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the Letter of Credit Issuer, and (B) the date that is five (5) Business Days prior to the Revolving Credit Maturity Date; provided, that a Letter of Credit may, upon the request of the Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of one year or less (but not beyond the date that is five (5) Business Days prior to the Revolving Credit Maturity Date). The Letter of Credit Issuer shall not be under any obligation to issue a Letter of Credit if any Lender (unless such Lender is the Letter of Credit Issuer) is at that time a Defaulting Lender, unless (after giving effect to the reallocation provisions pursuant to Section 2.15(a)(iv)) the Letter of Credit Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the Letter of Credit Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the Letter of Credit Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other Letter of Credit Exposure as to which the Letter of Credit Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion (it being understood and agreed that no such arrangement will be required with respect to Letters of Credit issued by a Letter of Credit Issuer that is a Defaulting Lender). Upon the issuance of each Letter of Credit, the Letter of Credit Issuer shall provide the Administrative Agent with a copy of the same.

(a) (i) Each Letter of Credit shall be denominated in Dollars, (ii) no Letter of Credit shall be issued if it would be illegal under any Applicable Law for the beneficiary of the Letter of Credit to have a Letter of Credit issued in its favor, and (iii) the Administrative Agent shall not cause the Letter of Credit Issuer to issue any Letters of Credit after the Administrative Agent has received a written notice from the Borrower, the Collateral Agent or any Lender stating that a Default or an Event of Default has occurred and is continuing until such time as the Administrative Agent shall have received a written notice of (A) rescission of such notice from the party or parties originally delivering such notice or (B) the



waiver of such Default or Event of Default in accordance with the provisions of Section 13.01, or that such Default or Event of Default is no longer continuing.

Section 3.02 Letter of Credit Requests. (a) Whenever the Borrower desires that a Letter of Credit be issued, the Borrower shall give the Letter of Credit Issuer and the Administrative Agent at least five (5) (or such lesser number as may be agreed upon by the Administrative Agent and the Letter of Credit Issuer) Business Days' written notice thereof. Each notice shall be executed by the Borrower and shall be substantially in the form of Exhibit L-1 (each, a "**Letter of Credit Request**") or such other form as may be agreed by the Borrower, the Letter of Credit Issuer and the Administrative Agent. The Administrative Agent shall promptly notify each Lender with a Revolving Credit Commitment of each Letter of Credit Request.

(a) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the Borrower that the Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.01.

Section 3.03 Letter of Credit Participations. (a) Each Lender that has a Revolving Credit Commitment (other than the Letter of Credit Issuer) (each such other Lender, in its capacity under this Section 3.03(a), a "**Letter of Credit Participant**") irrevocably agrees to accept and purchase and hereby accepts and purchases, on the terms and conditions set forth below, for such Letter of Credit Participant's own account and risk an undivided interest and participation (each, a "**Letter of Credit Participation**"), to the extent of such Letter of Credit Participant's Revolving Credit Commitment Percentage, in such Letter of Credit and the amount of each draft paid by the applicable Letter of Credit Issuer thereunder (which shall include the Lender's obligation to reimburse such applicable Letter of Credit Issuer for the amount of such Drawing), each substitute letter of credit, each Drawing made thereunder and the obligations of the Borrower under this Agreement with respect thereto, and any security therefor or guaranty pertaining thereto (although Letter of Credit Fees will be paid directly to the Administrative Agent for the ratable account of the Letter of Credit Participants as provided in Section 4.01(a)(ii) and the Letter of Credit Participants shall have no right to receive any portion of any Fronting Fees).

(a) In determining whether to pay under any Letter of Credit, Letter of Credit Issuer shall have no obligation relative to the Letter of Credit Participants other than to confirm that any documents required to be delivered under such Letter of Credit have been delivered and that they appear to comply on their face with the requirements of such Letter of Credit. Any action taken or omitted to be taken by Letter of Credit Issuer under or in connection with any Letter of Credit issued by it, if taken or omitted in the absence of gross negligence or willful misconduct, shall not create for Letter of Credit Issuer any resulting liability.

(b) Whenever Letter of Credit Issuer receives a payment in respect of an unpaid reimbursement obligation as to which the Administrative Agent has received for the account of the Letter of Credit Issuer any payments from the Letter of Credit Participants, Letter of Credit Issuer shall pay to the Administrative Agent and the Administrative Agent shall promptly pay to each Letter of Credit Participant that has paid its Revolving Credit Commitment Percentage of such reimbursement obligation, in Dollars and in immediately available funds, an amount equal to such Letter of Credit Participant's share (based upon the proportionate aggregate amount originally funded or deposited by such Letter of Credit Participant to the aggregate amount funded or deposited by all Letter of Credit Participants) of the principal amount of such reimbursement obligation and interest thereon accruing after the purchase of the respective Letter of Credit Participations.

(c) The obligations of the Letter of Credit Participants to make payments to the Administrative Agent for the account of the Letter of Credit Issuer with respect to Letters of Credit shall be irrevocable and not subject to counterclaim, set-off or other defense or any other qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including under any of the following circumstances:

(i) any lack of validity or enforceability of any provision of this Agreement or any of the other Credit Documents;

(ii) the existence of any claim, set-off, defense or other right that the Borrower may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, any Lender or other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between the Borrower and the beneficiary named in any such Letter of Credit);

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

(iv) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Credit Documents; or

(v) the occurrence of any Default or Event of Default;

provided, that no Letter of Credit Participant shall be obligated to pay to the Administrative Agent for the account of the Letter of Credit Issuer its Revolving Credit Commitment Percentage of any unreimbursed amount arising from any wrongful payment made by Letter of Credit Issuer under a Letter of Credit as a result of acts or omissions constituting willful misconduct or gross negligence on the part of Letter of Credit Issuer.

Section 3.04 Agreement to Repay Letter of Credit Drawings. (a) The Borrower hereby agrees to reimburse Letter of Credit Issuer, by making payment to the Administrative Agent for the account of Letter of Credit Issuer, in immediately available funds for any payment or disbursement made by the Letter of Credit Issuer under any Letter of Credit issued by it (each such amount so paid until reimbursed, an “**Unpaid Drawing**”) no later than the date that is one (1) Business Day after the date on which the Borrower receives notice of such payment or disbursement (the “**Reimbursement Date**”), with interest on the amount so paid or disbursed by the Letter of Credit Issuer, to the extent not reimbursed prior to 2:00 p.m. (New York time) on the Reimbursement Date, from and including the Reimbursement Date to but excluding the date Letter of Credit Issuer is reimbursed therefor at a rate per annum that shall at all times be the rate described in Section 2.08(c); provided, that (i) unless the Borrower shall have notified the Administrative Agent prior to 10:00 a.m. (New York time) on the Reimbursement Date that the Borrower intends to reimburse the Lenders for the amount of such drawing with funds other than the proceeds of Revolving Credit Loans, the Borrower shall be deemed to have given a Notice of Borrowing requesting that the Lenders with Revolving Credit Commitments make Revolving Credit Loans (which shall be Index Rate Loans) on the Reimbursement Date in an amount equal to the amount of such Drawing, and (ii) the Administrative Agent shall promptly notify each Letter of Credit Participant of such Drawing and the amount of its Revolving Credit Loan to be made in respect thereof, and each Letter of Credit Participant shall be irrevocably obligated to make a Revolving Credit Loan to the

Borrower in the manner deemed to have been requested in the amount of its Revolving Credit Commitment Percentage of the applicable Unpaid Drawing by 12:00 noon (New York time) on the Reimbursement Date by making the amount of such Revolving Credit Loan available to the Administrative Agent. Such Revolving Credit Loans shall be made without regard to the Minimum Borrowing Amount. The Administrative Agent shall use the proceeds of such Revolving Credit Loans solely for purpose of reimbursing the applicable Lenders for the related Unpaid Drawing.

(a) The obligations of the Borrower under this Section 3.04 to reimburse the Letter of Credit Issuer with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment that the Borrower or any other Person may have or have had against the Letter of Credit Issuer, the Administrative Agent or any Lender (including in its capacity as a Letter of Credit Participant), including any defense based upon the failure of any drawing under a Letter of Credit (each a “*Drawing*”) to conform to the terms of the Letter of Credit or any non-application or misapplication by the beneficiary of the proceeds of such Drawing; provided, that the Borrower shall not be obligated to reimburse the Lenders for any wrongful payment made by the Lenders under the Letter of Credit issued by it as a result of, as determined in a final judgment of a court of competent jurisdiction, acts or omissions constituting bad faith, willful misconduct or gross negligence on the part of such Lender. However, the foregoing shall not be construed to excuse the Letter of Credit Issuer from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages) suffered by the Borrower that are caused by such Letter of Credit Issuer’s bad faith, gross negligence or willful misconduct, as determined in a final judgment of a court of competent jurisdiction, in determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof.

Section 3.05 Increased Costs. If, after the later of the Closing Date, and the date such entity becomes a Lender hereunder, the adoption of any Applicable Law regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender, the Administrative Agent, any Letter of Credit Issuer or any Letter of Credit Participant with any request or directive made or adopted after the later of the Closing Date and the date such entity becomes a Lender hereunder (whether or not having the force of law), of any such authority, association, central bank or comparable agency, shall either (a) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against letters of credit issued by the Letter of Credit Issuer, or any Letter of Credit Participant’s Letter of Credit Participation therein, or (b) impose on any Lender, the Letter of Credit Issuer or any Letter of Credit Participant any other conditions affecting its obligations under this Agreement in respect of Letters of Credit or Letter of Credit Participations therein, and the result of any of the foregoing has the effect of increasing the cost to such Lender, the Letter of Credit Issuer or such Letter of Credit Participant of issuing, maintaining or participating in any Letter of Credit, or reducing the amount of any sum received or receivable by such Lender, such Letter of Credit Issuer or such Letter of Credit Participant hereunder (other than any such increase or reduction attributable to Excluded Taxes or Non-Excluded Taxes) in respect of Letters of Credit or Letter of Credit Participations therein, then, within five (5) days after receipt of demand to the Borrower by such Lender, the Letter of Credit Issuer or such Letter of Credit Participant, as the case may be (a copy of which notice shall be sent by such Lender, the Letter of Credit Issuer or such Letter of Credit Participant to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender, the Letter of Credit Issuer or such Letter of Credit Participant, as applicable, such additional amount or amounts as will compensate such Lender, Letter of Credit Issuer or such Letter of Credit Participant for such increased cost or

reduction, it being understood and agreed, however, that a Lender, the Letter of Credit Issuer or a Letter of Credit Participant shall not be entitled to such compensation as a result of such Person's compliance with, or pursuant to any request or directive to comply with, any such Applicable Law as in effect on the later of the Closing Date and the date such entity becomes a Lender hereunder. A certificate submitted to the Borrower by a Lender, the Administrative Agent, the Letter of Credit Issuer or a Letter of Credit Participant, as the case may be (a copy of which certificate shall be sent by such Lender, such Letter of Credit Issuer or such Letter of Credit Participant to the Administrative Agent) setting forth in reasonable detail the basis for the determination of such additional amount or amounts necessary to compensate such Lender, the Letter of Credit Issuer or such Letter of Credit Participant as aforesaid shall be conclusive and binding on the Borrower absent clearly demonstrable error.

## ARTICLE IV

### Fees and Commitment Terminations

Section 4.01 Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of:

(i) [reserved];

(ii) each Lender having a Revolving Credit Commitment, pro rata according to the Revolving Credit Exposure of such Lender, a fee in respect of each Letter of Credit (the "**Letter of Credit Fee**"), for the period from and including the date of issuance of such Letter of Credit to but excluding the termination or expiration date of such Letter of Credit, computed at the per annum rate for each day equal to the Applicable Margin for LIBOR Revolving Credit Loans then in effect multiplied by the average daily Stated Amount of such Letter of Credit; provided, however, any Letter of Credit Fee otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the Letter of Credit Issuer pursuant to Section 3.01 shall be payable, to the maximum extent permitted by Applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Revolving Credit Commitment Percentages allocable to such Letter of Credit pursuant to Section 2.15(a)(iv), with the balance of such fee, if any, payable to the Letter of Credit Issuer for its own account. The Letter of Credit Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Letter of Credit Maturity Date. Automatically from and after the occurrence of a Specified Event of Default, the Letter of Credit Fee shall be increased by two (2) percentage points (2%) per annum; and

(iii) each Lender having a Revolving Credit Commitment in accordance with their respective Revolving Credit Commitment Percentages, as applicable, a commitment fee (the "**Unused Commitment Fee**") calculated at the rate of one half of one percent (0.50% per annum) on the average daily Available Revolving Loan Amount during each fiscal quarter or portion thereof from the Closing Date to the Revolving Credit Maturity Date. The Unused Commitment Fee shall be payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Revolving Credit Maturity Date or any earlier date on which the Revolving Credit Commitments shall terminate.

(b) The Borrower agrees to pay to the Administrative Agent, all the Fees set forth in the Fee Letter at the times and in the amounts specified therein.

(c) The Borrower agrees to pay directly to the Letter of Credit Issuer upon each issuance of, drawing under and/or amendment of a Letter of Credit issued by it such amount as the

Letter of Credit Issuer and the Borrower shall have agreed upon for issuances of, drawings under or amendments of, letters of credit issued by it.

(d) The Borrower agrees to pay directly to the Letter of Credit Issuer, on demand, all fees, charges and expenses of Letter of Credit Issuer in respect of each applicable Letter of Credit issued hereunder (the “*Fronting Fee*”) in an amount equal to a customary percentage per annum as the Letter of Credit Issuer and Borrower may agree computed on the face amount of such Letter of Credit, for the period from and including the date of issuance of such Letter of Credit to but excluding the termination or expiration date of such Letter of Credit. The Fronting Fee shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December and on the Letter of Credit Maturity Date. In addition to the foregoing fee, the Borrower shall pay or reimburse the Letter of Credit Issuer for such normal and customary costs and expenses as are incurred or charged by the Letter of Credit Issuer in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

Section 4.02 Mandatory Termination of Commitments. (a) The Initial Term Loan Commitment shall terminate upon the closing of the Transactions on the Closing Date.

(a) The Total Revolving Credit Commitment shall terminate at 5:00 p.m. (New York time) on the Revolving Credit Maturity Date.

(b) The Delayed Draw Term Loan Commitments shall terminate on the Delayed Draw Termination Date.

## ARTICLE V

### Payments

Section 5.01 Voluntary Prepayments and Optional Commitment Reductions.

(a) The Borrower shall have the right to prepay the Revolving Credit Loans, without premium or penalty, in whole or in part from time to time.

(b) The Borrower shall have the right to voluntarily prepay Term Loans, subject to the Applicable Prepayment Premium, in whole or in part from time to time.

(c) Upon the giving of a written notice of prepayment, the principal amount of Loans specified to be prepaid shall become due and payable on the date specified for such prepayment on the following terms and conditions: (i) the Borrower shall give the Agents written notice of (A) its intent to make such prepayment, (B) the amount of such prepayment and (C) in the case of LIBOR Rate Loans, the specific Borrowing(s) pursuant to which made, no later than (x) in the case of LIBOR Rate Loans, 1:00 p.m. (New York time) two (2) Business Days prior to, and (y) in the case of Index Rate Loans, 12:00 p.m. (New York time) one Business Day prior to the date of such prepayment, and the Administrative Agent shall promptly notify each of the relevant Lenders, as the case may be; (ii) each partial prepayment of (x) any Term Loans shall be in a multiple of \$250,000 and in an aggregate principal amount of at least \$250,000 and (y) any Revolving Credit Loans shall be in a multiple of \$100,000 and in aggregate principal amount of at least \$100,000; provided, that no partial prepayment of LIBOR Rate Loans made pursuant to a single Borrowing shall reduce the outstanding LIBOR Rate Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount for LIBOR Rate Loans; and (iii) any prepayment of LIBOR

Rate Loans pursuant to this Section 5.01 on any day other than the last day of an LIBOR Period applicable thereto shall be subject to compliance by the Borrower with the applicable provisions of Section 2.11. Each prepayment in respect of any tranche of Term Loans pursuant to this Section 5.01 shall be applied as directed by the Borrower, and in the absence of such direction, in direct order of maturity to such tranche of Term Loans.

(d) The Borrower may at any time upon at least three (3) Business Days' (or such shorter period as is acceptable to the Administrative Agent) prior written notice delivered no later than 2:00 p.m. New York Time, to the Administrative Agent permanently reduce the Total Revolving Credit Commitment; provided, that such reductions shall be in an amount greater than or equal to \$250,000. Except as otherwise permitted hereunder (including pursuant to Sections 2.15, 2.16, 13.06 or 13.07(b)), all reductions of the Total Revolving Credit Commitment shall be allocated pro rata among all Lenders with a Revolving Credit Commitment. A permanent reduction of the Total Revolving Credit Commitment shall require a corresponding pro rata reduction in the Letter of Credit Sub-Commitment to the extent the Total Revolving Credit Commitment is less than the Letter of Credit Sub-Commitment, either before or after giving effect to such reduction of the Total Revolving Credit Commitment.

(e) The Borrower may at any time upon at least three (3) Business Days' (or such shorter period as is acceptable to the Administrative Agent) prior written notice to the Administrative Agent permanently reduce the Delayed Draw Term Loan Commitment; provided, that such reductions shall be in an amount greater than or equal to \$250,000. Except as otherwise permitted hereunder (including pursuant to Sections 2.15, 2.16, 13.06 or 13.07(b)), all reductions of the Delayed Draw Term Loan Commitment shall be allocated pro rata among all Lenders with a Delayed Draw Term Loan Commitment.

Section 5.02 Mandatory Prepayments and Commitment Reductions. (a):

(i) Subject to the last paragraph of this Section 5.02(a), on or prior to the tenth (10<sup>th</sup>) Business Day after the date on which the Borrower is required to deliver the annual financial statements for a fiscal year in accordance with Section 9.01(c), commencing with the fiscal year ending December 31, 2021, the Borrower shall prepay the Loans in an amount equal to: (A) fifty percent (50%) of Consolidated Excess Cash Flow (if any) for such fiscal year, to be applied as set forth in Section 5.02(a)(ix); provided, that if, with respect to any fiscal year in which a mandatory prepayment pursuant to this Section 5.02(a)(i) is otherwise due, the Total Net Leverage Ratio as of the last day of such fiscal year is (x) (I) in the case of each fiscal year ending on or prior to December 31, 2022, less than or equal to 3.15:1.00 but greater than 2.65:1.00, and (II) in the case of each fiscal year ending after December 31, 2022, less than or equal to 4.00:1.00 but greater than 3.50:1.00, then, in each case, the Borrower shall prepay the Loans in an amount equal to twenty-five percent (25%) of Consolidated Excess Cash Flow (if any) for such fiscal year, or (y) (I) in the case of each fiscal year ending on or prior to December 31, 2022, less than or equal to 2.65:1.00 and (II) in the case of each fiscal year ending after December 31, 2022, less than or equal to 3.50:1.00, then, in each case, the Borrower shall prepay the Loans in an amount equal to zero percent (0%) of Consolidated Excess Cash Flow (if any) for such fiscal year; minus (B) (x) the sum of all voluntary prepayment of the Loans (to the extent permitted hereunder) and (y) the sum of cash expended by the Borrower to purchase Term Loans pursuant to Section 2.17 (to the extent permitted hereunder), in each case of clauses (x) and (y), made during such fiscal year (in the case of Revolving Credit Loans, to the extent that such voluntary prepayment resulted in corresponding permanent reductions of the Revolving Credit Commitments) and, at Borrower's option, during the period after the end of such fiscal year and before such Consolidated Excess Cash Flow payment is due (provided, that any such prepayment made after the end of such fiscal year but before the date such Consolidated Excess Cash Flow payment is due that Borrower elects to deduct from the payment required under this provision in respect of the prior fiscal year shall not reduce Consolidated Excess Cash Flow for the fiscal year in which such payment is made).

(ii) No later than five (5) Business Days after the incurrence of any Indebtedness by any Credit Party or any of their respective Restricted Subsidiaries (other than Indebtedness permitted under Section 10.01 (other than Credit Agreement Refinancing Indebtedness)), the Borrower shall prepay the Loans in an amount equal to one hundred percent (100%) of such Net Debt Proceeds, plus the Applicable Prepayment Premium, to be applied as set forth in Section 5.02(a)(ix). Nothing in this Section 5.02(a)(ii) shall be construed to permit or waive any Default or Event of Default arising from any incurrence of Indebtedness not permitted under the terms of this Agreement.

(iii) Subject to the last paragraph of this Section 5.02(a), no later than five (5) Business Days after the receipt by any Credit Party or any of their respective Restricted Subsidiaries of any proceeds from any Disposition under Section 10.04(b) or any Disposition not otherwise permitted hereunder, the Borrower shall prepay the Loans in an amount equal to one hundred percent (100%) of the Net Disposition Proceeds from such Disposition, only to the extent the aggregate amount of such Net Disposition Proceeds in any fiscal year exceeds \$2,500,000 in the aggregate, to be applied as set forth in Section 5.02(a)(ix); provided, that the Borrower or its Restricted Subsidiaries (as applicable) may, at their option by notice in writing to the Agents on or prior to the fifth (5<sup>th</sup>) Business Day after the occurrence of the Disposition giving rise to such Net Disposition Proceeds, reinvest such Net Disposition Proceeds in assets that are used or useful in the business of the Borrower or its Restricted Subsidiaries (as applicable) so long as (x) the Borrower or such Restricted Subsidiary shall have entered into a definitive agreement for the purchase of assets or property within one year following the receipt of such Net Disposition Proceeds and (y) within 18 months after such event, consummate the purchase of such assets, with the amount of Net Disposition Proceeds unused after such period to be applied as set forth in Section 5.02(a)(ix). Nothing in this Section 5.02(a)(iii) shall be construed to permit or waive any Default or Event of Default arising from any Disposition not permitted under the terms of this Agreement.

(iv) Subject to the last paragraph of this Section 5.02(a), no later than five (5) Business Days after the receipt by any Credit Party or any of their respective Restricted Subsidiaries of any proceeds from any Casualty Event, the Borrower shall prepay the Loans in an amount equal to one hundred percent (100%) of such Net Casualty Proceeds, only to the extent the aggregate amount of such Net Casualty Proceeds in any fiscal year exceeds \$2,500,000 in the aggregate, to be applied as set forth in Section 5.02(a)(ix); provided, that the Borrower may, at its option by notice in writing to the Agents no later than thirty (30) days following the occurrence of the Casualty Event resulting in such Net Casualty Proceeds, reinvest such Net Casualty Proceeds in assets that are used or useful in the business of the Borrower or its Restricted Subsidiaries (as applicable) so long as (x) the Borrower or such Restricted Subsidiary shall have entered into a definitive agreement for the purchase of assets or property within one year following the receipt of such Net Casualty Proceeds and (y) within 18 months after such event, consummate the purchase of such assets, with the amount of Net Casualty Proceeds unused after such period to be applied as set forth in Section 5.02(a)(ix). Nothing in this Section 5.02(a)(iv) shall be construed to permit or waive any Default or Event of Default arising from, directly or indirectly, any Casualty Event.

(v) No later than five (5) Business Days after the receipt by any Credit Party or any of their respective Restricted Subsidiaries of any proceeds from any Cure Amount, the Borrower shall prepay the Term Loans in an amount equal to one hundred percent (100%) of such Cure Amount.

(vi) Upon a Change of Control, the Credit Parties shall immediately pay to Administrative Agent, for distribution to the Lenders, an amount equal to one hundred percent (100%) of the Obligations (excluding contingent Obligations as to which no claim has been asserted), plus an amount equal to the Applicable Prepayment Premium,.

(vii) [Reserved].

(viii) [Reserved].

(ix) Amounts to be applied in connection with prepayments and Commitment reductions made pursuant to Section 5.02 shall be applied, first, to the first eight remaining payments of the Term Loans in forward order of maturity and thereafter pro rata to all remaining payments of the Term Loans, second, to prepay outstanding Revolving Loans (without permanent reduction of the Revolving Credit Commitment), and third, to Cash Collateralize the Letters of Credit Outstanding. Each prepayment of the Loans under Section 5.02 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. For the avoidance of doubt, all mandatory prepayments that are applied to the Term Loans shall be applied pro rata between the Initial Term Loans and the Delayed Draw Term Loans based on the then outstanding principal balances thereof.

(x) The Borrower shall provide written notice by 1:00 p.m. New York City time, two (2) Business Days prior to each mandatory prepayment hereunder. Each Lender holding any Term Loans may reject all of its pro rata share or other applicable share of any mandatory prepayment (other than with respect to Section 5.02(a)(ii) above) (such declined amounts, the “**Declined Proceeds**”) of Term Loans required to be made pursuant to Section 5.02(a) by providing written notice to the Administrative Agent and the Borrower no later than 1:00 p.m., New York City time, one Business Day prior to the date of prepayment. If a Lender holding any Term Loans fails to deliver a notice of rejection to the Administrative Agent within the time frame specified above, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans unless the Borrower and the Administrative Agent agree to an extension of time for such failure to be corrected. Any Declined Proceeds shall be retained by the Borrower and shall increase the Available Amounts Basket.

Notwithstanding any other provisions of this Section 5.02, to the extent that (A) any or all of the Net Disposition Proceeds of any Disposition by a Foreign Subsidiary giving rise to a prepayment pursuant to Section 5.02(a)(iii), the Net Casualty Proceeds of any Casualty Event from a Foreign Subsidiary pursuant to Section 5.02(a)(iv) or Consolidated Excess Cash Flow with respect to any portion thereof attributable to any Foreign Subsidiary is prohibited or delayed by applicable local law (e.g., financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant subsidiaries) or material constituent document restrictions (including as a result of minority ownership) and other material agreements from being distributed or otherwise transferred to the Borrower or (B) the Borrower determines in good faith that the repatriation (including by distribution or other transfer) of any or all of such Net Disposition Proceeds, Net Casualty Proceeds or Consolidated Excess Cash Flow would have a material adverse tax consequence to Holdings, Borrower and its Subsidiaries (taking into account any foreign tax credit or benefit received in connection with such repatriation) with respect to such Net Disposition Proceeds, Net Casualty Proceeds or Consolidated Excess Cash Flow, the portion of such Net Disposition Proceeds, Net Casualty Proceeds or Consolidated Excess Cash Flow so affected (such portion hereinafter referred to as the “**Affected Prepayment Amount**”) will not be required to be applied to repay the Loans at the times provided in Sections 5.02(a)(iii) or 5.02(a)(iv), as applicable (any such date, the “**Required Payment Date**”). For a period of one (1) year following the date that any otherwise required prepayment is not paid in reliance on the foregoing provisions of this Section 5.02(a), Borrower will take commercially reasonable efforts to overcome or eliminate any such restrictions or material adverse tax consequences (subject to the considerations set forth herein and as determined in the Borrower’s reasonably business judgment) to make the relevant prepayment unless the Borrower determines in good faith that such actions would (a) materially adversely interfere with the business or management of Holdings and its Subsidiaries or (b) require the expenditure of a material amount of funds. Notwithstanding the foregoing, no such prepayment of any Affected Prepayment Amount attributable to Foreign Subsidiaries shall be required if on or before the date on which such prepayment would otherwise have been required to be made, the Borrower applies an amount equal to the Affected Prepayment Amount to such prepayments as if such Affected Prepayment Amount had been received by the Borrower rather than such Foreign Subsidiary, less



the amount of taxes that would have been payable or reasonably estimated by the Borrower to have been payable if such Affected Prepayment Amount had been repatriated, upstreamed, transferred as a dividend or other distribution or otherwise passed on to or used directly or indirectly for the benefit of any of the Credit Parties or any Domestic Subsidiary and applied (or, if less, the Affected Prepayment Amount actually received by such Foreign Subsidiary). 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 Affected Prepayment Amounts shall be available for working capital purposes of Holdings and its Restricted Subsidiaries as long as not required to be prepaid in accordance with the following provisions. Notwithstanding the foregoing, in no event shall the Borrower be required to repatriate cash at Foreign Subsidiaries.

(b) Repayment of Revolving Credit Loans. If on any date the aggregate amount of the Lenders' Revolving Credit Exposures exceeds the Total Revolving Credit Commitment as then in effect, the Borrower shall forthwith repay on such date the principal amount of Revolving Credit Loans in an amount equal to such excess. If, after giving effect to the prepayment of all outstanding Revolving Credit Loans, the aggregate amount of the Lenders' Revolving Credit Exposures exceed the Total Revolving Credit Commitment, the Borrower shall pay to the Administrative Agent an amount in cash equal to such excess and the Administrative Agent shall hold such payment for the benefit of the Lenders as security for the Obligations of the Borrower hereunder (including obligations in respect of Letters of Credit Outstanding) pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Administrative Agent (which shall permit certain investments in accordance with Section 10.05, satisfactory to the Administrative Agent, until the proceeds are applied to the secured obligations).

(c) Application to Term Loan Repayment. Except as otherwise permitted hereunder (including pursuant to Sections 2.15, 2.16, 5.02(x), 13.06 or 13.07), each prepayment of Term Loans required by Section 5.02 shall be applied to reduce the remaining Term Loan Repayment Amounts in direct order of maturity.

(d) Application to Term Loans. With respect to each prepayment of Term Loans elected by the Borrower pursuant to Section 5.01(b) or required by Section 5.02, the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made; provided, that the Borrower pays any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of LIBOR Term Loans made on any date other than the last day of the applicable LIBOR Period. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. Each such prepayment shall be accompanied by all accrued interest on the Loans so prepaid, through the date of such prepayment.

(e) Application to Revolving Credit Loans. With respect to each prepayment of Revolving Credit Loans elected by the Borrower pursuant to Section 5.01 or required by Section 5.02, the Borrower may designate (i) the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made and (ii) the Revolving Credit Loans to be prepaid; provided, that (A) LIBOR Revolving Credit Loans may be designated for prepayment pursuant to this Section 5.02 only on the last day of an LIBOR Period applicable thereto unless all LIBOR Rate Loans with LIBOR Periods ending on such date of required prepayment and all Index Rate Loans have been paid in full; and (B) with respect to prepayments of Revolving Credit Loans required by Section 5.02 and subject to Section 2.15, each prepayment of any Loans made pursuant to a Borrowing shall be applied *pro rata* among such Loans. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11.

(f) Application of Collateral Proceeds. Notwithstanding anything to the contrary in Section 5.01 or this Section 5.02, all proceeds of Collateral received by any Collateral Agent pursuant to the exercise of remedies against the Collateral, and all payments received upon and after the acceleration of any of the Obligations shall be, subject to the provisions of Section 2.14 and Section 2.15, applied as set forth in this clause (f), as follows (subject to adjustments pursuant to any agreements entered into among the Lenders):

(i) first, to pay any costs and expenses of each Agent and fees and liabilities then due to any Agent under the Credit Documents, all advances (other than Loans) made or incurred by any Agent under the Credit Documents and any indemnities then due to any Agent under the Credit Documents, until paid in full,

(ii) second, to pay any fees or premiums (including, Applicable Prepayment Premium) then due to the Letter of Credit Issuer or any of the Lenders under the Credit Documents until paid in full,

(iii) third, to pay any costs or expense reimbursements of Lenders and indemnities then due to any of the Lenders under the Credit Documents until paid in full, in each case equally and ratably in accordance with the respective amounts thereof then due and owing,

(iv) fourth, to pay interest due in respect of the outstanding Revolving Credit Loans and the Term Loans until paid in full, in each case equally and ratably in accordance with the respective amounts thereof then due and owing,

(v) fifth, (i) to pay the principal of all outstanding Revolving Credit Loans until paid in full, (ii) to Administrative Agent, to be held by Administrative Agent, for the ratable benefit of the Letter of Credit Issuer and those Lenders having a Revolving Credit Commitment, to Cash Collateralize all issued and outstanding Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Section 3.01 and Section 2.14, (iii) ratably to pay the outstanding principal balance of the Term Loans (in the inverse order of the maturity of the installments due thereunder) until the Term Loans are paid in full, (iv) to pay any Hedging Obligations outstanding under any Specified Hedging Arrangements and (v) to pay any other Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing, and

(vi) sixth, after payment in full of all Obligations, to the Borrower or such other Person entitled thereto under Applicable Law.

Subject to Section 3.03, Section 3.04 and Section 2.14, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause fifth 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. For the avoidance of doubt, in carrying out the foregoing, no payments received by the Administrative Agent from any Credit Party shall be applied to Excluded Swap Obligations of such Credit Party. In the event that any such proceeds are insufficient to pay in full the items described in clauses (first) through (fifth) of this Section 5.02(f), the Credit Parties shall remain liable, jointly and severally, for any deficiency.

Section 5.03 Payment of Obligations; Method and Place of Payment. (a) The obligations of the Borrower hereunder and under each other Credit Document are not subject to counterclaim, set-off, rights of rescission, or any other defense. Subject to Section 5.04, and except as otherwise specifically provided herein, all payments under this Agreement

shall be made by the Borrower, without set-off, rights of rescission, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Secured Parties entitled thereto, or the Letter of Credit Issuer, as the case may be, not later than 2:00 p.m. (New York time) on the date when due and shall be made in immediately available funds in Dollars to the Administrative Agent, and any amounts received after such time on such date shall be deemed received on such date for purposes of determining whether an Event of Default has occurred (provided, that such amounts may in the Administrative Agent's discretion be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon). The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal or interest or Fees ratably to the Secured Parties entitled thereto, or to the Letter of Credit Issuer, as applicable.

(a) For purposes of computing interest or fees, any payments under this Agreement that are made later than 2:00 p.m. (New York time), may in the Administrative Agent's discretion be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall continue to accrue during such extension at the applicable rate in effect immediately prior to such extension.

(b) The Borrower hereby authorizes Administrative Agent to, at its option (or upon the direction of the Collateral Agent or the Required Lenders), from time to time, without prior notice to the Borrower, charge the Borrower's loan account for any and all Obligations that remain unpaid after the due date therefor (after giving effect to any grace periods provided for in Section 11.01(a)) and, with respect to Obligations that are not fees, interest or principal payments, are not the subject of a bona fide dispute. All amounts so charged to the Borrower's loan account thereafter shall constitute Revolving Credit Loans hereunder and, subject to Section 2.08(c), shall accrue interest at the rate then applicable to Revolving Credit Loans that are Index Rate Loans.

Section 5.04 Net Payments. (a) All payments made by or on behalf of the Credit Parties under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any current or future Taxes (including Other Taxes), except as required by Applicable Law. If any Non-Excluded Taxes are required to be withheld from any amounts payable under any Credit Agreement, the applicable Credit Party shall increase the amounts payable to the applicable Recipient to the extent necessary to allow such Recipient to receive (after deduction or withholding of all Non-Excluded Taxes, including any such Non-Excluded Taxes imposed on additional amounts payable under this Section 5.04) the sum it would have received had no such deduction or withholding been made. Whenever any Excluded Taxes or Non-Excluded Taxes are paid by any Credit Party pursuant to this Section 5.04, as soon as practicable thereafter, the Borrower shall send to the Administrative Agent for its own account or for the account of the applicable Recipient(s), as the case may be, a certified copy of an original official receipt (or other evidence acceptable to such Recipient, acting reasonably) showing payment thereof. If any Credit Party fails to pay any Excluded Taxes or Non-Excluded Taxes that it has withheld when due to the appropriate Governmental Authority, the Borrower shall indemnify the Agents and the Lenders for any such Taxes plus any incremental taxes, interest, costs or penalties that are paid by any Agent or any Lender as a result of any such failure. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Non-Excluded Taxes (including Non-Excluded Taxes imposed or asserted on or attributable to amounts payable under this Section 5.04) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded 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 the Borrower by an Agent or Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent, timely reimburse the Administrative Agent for Other Taxes. The agreements in this Section 5.04(a) shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder. Notwithstanding anything to the contrary in this Section 5.04(a), the Borrower shall not be required to indemnify any Recipient pursuant to this Section 5.04(a) for any incremental penalties or expenses resulting from the failure of the applicable Agent or Lender to notify the Borrower of the relevant possible indemnification claim within 180 days after the relevant Recipient receives written notice from the applicable Governmental Authority of the specific tax assessment giving rise to such indemnification claim.

(a) (i) Each Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments under any Credit Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Person that shall become a Participant pursuant to Section 13.06 or a Lender pursuant to Section 13.06 shall, upon the effectiveness of the related transfer, be required to provide all the forms and statements required pursuant to this Section 5.04(b) or (c), as applicable; provided, that in the case of a Participant such Participant shall furnish all such required forms and statements to the Lender from which the related participation shall have been purchased. Notwithstanding any other provision of this Section 5.04(b), a Lender shall not be required to deliver any form (other than such documentation required by Sections 5.04(b)(ii)(A) and (B), (iii) and (iv)) that in such Lender's reasonable judgment would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, any Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "***Non-U.S. Lender***"), to the extent it is legally eligible to do so, shall:

(A) deliver to the Borrower and the Administrative Agent, on or before the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two (2) copies of whichever of the following is applicable, in each case properly completed and duly executed by such Non U.S. Lender: (1) in the case of Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 881(c) of the Code with respect to payments of "portfolio interest", IRS Form W-8BEN or W-8BEN-E (together with a certificate representing that such Non-U.S. Lender is not a bank (within the meaning of Section 881(c) of the Code), is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Code), and that no payments under any Credit Document are effectively connected with the Lender's conduct of a trade or business within the United States (a "***U.S. Tax Compliance Certificate***")), (2) in the case of a Non-U.S. Lender claiming the benefits

of an income tax treaty to which the United States is a party, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty, (3) to the extent a Non-U.S. Lender is not the beneficial owner, 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 W-2 or Exhibit W-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided, that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance certificate substantially in the form of Exhibit W-4 on behalf of each such direct and indirect partner), or (4) IRS Form W-8ECI; and

(B) to the extent it is legally eligible to do so, deliver to the Borrower 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 Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower 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 or the Administrative Agent to determine the withholding or deduction required to be made.

(iii) If a payment made to a Lender or Administrative Agent under any Credit Document would be subject to U.S. federal withholding tax imposed by FATCA if such Recipient 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 Administrative Agent shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower 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 or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender or Administrative Agent has complied with such Lender's obligation under FATCA or to determine the amount to deduct and withhold from such payment. Solely for the purposes of this clause (iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iv) Each Lender or Administrative Agent that is not a Non-U.S. Lender shall deliver to the Borrower and the Administrative Agent two (2) properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) certifying that such Recipient is not subject to U.S. federal backup withholding.

(v) Each Lender or Administrative Agent agrees that if any form or certification previously delivered by such Lender pursuant to this Section 5.04(b) expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so. Notwithstanding any other provision of this Section 5.04(b), a Lender or Administrative Agent shall not be required to deliver any documentation that such Lender or Administrative Agent is not legally eligible to deliver.

(vi) Each Lender hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 5.04(b).

(b) For the avoidance of doubt, for purposes of this Section 5.04, the term “Lender” shall include any Letter of Credit Issuer.

(c) If any Lender or any Agent determines, in its sole discretion exercised in good faith, that it has received a refund of a Tax for which an additional payment has been made by any Credit Party pursuant to this Section 5.04 or Section 13.05 of this Agreement, then such Lender or such Agent, as the case may be, shall reimburse the Borrower for such amount (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 5.04 and Section 13.05 with respect to the Tax giving rise to such refund), net of all reasonable and documented out-of-pocket expenses of such Agent or such Lender (including any Taxes imposed on the receipt or otherwise in respect of such refund) and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of such Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent or such Lender in the event such Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 5.04(d), in no event will any Lender or any Agent be required to pay any amount to the Borrower pursuant to this Section 5.04(d) the payment of which would place such Lender or Agent in a less favorable net after-Tax position than such Lender or Agent 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 Section 5.04(d) shall not be construed to require any Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Non-Excluded Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Non-Excluded Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender’s failure to comply with the provisions of Section 13.06 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 Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Agent under this Section 5.04(e).

(e) Each party’s obligations under this Section 5.04 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

(f) If the Administrative Agent is a “United States person” as defined in Section 7701(a)(30) of the Code, it shall deliver to the Borrower on or prior to the date on which it becomes the Administrative Agent under this Agreement two duly completed copies of IRS Form W-9. If the Administrative Agent is not a “United States person” as defined in Section 7701(a)(30) of the Code, it shall provide to the Borrower on or prior to the date on which it becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower) (A) two executed copies of IRS Form W-8ECI with respect to any amounts payable to the Administrative Agent for its own account, and (B) two executed copies of IRS Form W-8IMY with respect to any amounts payable to the

Administrative Agent for the account of others, certifying that it is a “U.S. branch” and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business within the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a United States Person with respect to such payments (and the Borrower and the Administrative Agent agree to so treat the Agent as a United States Person with respect to such payments as contemplated by Section 1.1441-1(b)(2)(iv) of the United States Treasury Regulations. Notwithstanding any other provision of this Section 5.04(g), the Administrative Agent shall not be required to deliver any documentation that it is legally ineligible to deliver as a result of a Change in Law.

Section 5.05 Computations of Interest and Fees. (a) All interest and fees shall be computed on the basis of the actual number of days (including the first day but excluding the last day) occurring during the period for which such interest or fee is payable over a year comprised of (a) 365 (or 366 as appropriate) days in the case of Index Rate Loans and (b) 360 days in all other cases. Payments due on a day that is not a Business Day shall (except as otherwise required by Section 2.09(c)) be made on the next succeeding Business Day and such extension of time shall be included in computing interest and fees in connection with that payment.

(a) Fees and Letters of Credit Outstanding shall be calculated on the basis of a 360-day year for the actual days elapsed.

## ARTICLE VI

### Conditions Precedent to Initial Credit Extension

The occurrence of the initial Credit Extension is subject to the satisfaction of the following conditions precedent on or before the Closing Date (except that in the case of the condition set forth in Section 6.04, such condition shall be satisfied immediately following the occurrence of the initial Credit Extension but on the Closing Date):

Section 6.01 Credit Documents. The Administrative Agent shall have received the following documents, duly executed by an Authorized Officer of each Credit Party and each other relevant party:

- (a) this Agreement;
- (b) the Notes, if any;
- (c) the Guarantee Agreement;
- (d) the Security Pledge Agreement;
- (e) a perfection certificate, in form and substance reasonably satisfactory to the Agents;
- (f) the Notice of Borrowing; and
- (g) the Intercompany Subordination Agreement.

Section 6.02 Collateral.

(a) all Capital Stock of the Borrower and each directly owned Restricted Subsidiary of each Credit Party shall have been pledged, to the extent required hereby and received from the sellers under the Closing Date Acquisition Agreement, pursuant to the Security Pledge Agreement and the Collateral Agent shall have received all certificates representing such securities, if any, pledged under the Security Pledge Agreement, accompanied by instruments of transfer and undated stock powers endorsed in blank;

(b) the Collateral Agent shall have received financing statements in appropriate form for filing under the Uniform Commercial Code and short form intellectual property filings with the United States Patent and Trademark Office and United States Copyright Office (as applicable) duly executed by the applicable Credit Parties;

(c) the Administrative Agent shall have received (i) customary executed payoff letters reflecting repayment of the Existing Credit Agreement (except for customary indemnification obligations for which no claims has been made) and any other Indebtedness for borrowed money, and (ii) evidence satisfactory to the Administrative Agent that the documents necessary to effectuate the release of the Liens with respect to the Existing Credit Agreement and any other such Indebtedness have been provided prior to or substantially simultaneously with the initial Credit Extensions hereunder.

Section 6.03 Legal Opinion. The Administrative Agent shall have received an executed legal opinion of Morgan, Lewis & Bockius LLP, counsel to Credit Parties, addressed to the Administrative Agent and the Lenders and in form and substance reasonably satisfactory to the Administrative Agent.

Section 6.04 Equity Contribution. Immediately following the funding of the initial Credit Extensions to be made on the Closing Date, the Permitted Investors shall have indirectly invested a minimum of 35% of the total pro forma capitalization of the Group Members on the Closing Date (the “*Minimum Equity Contribution*”) in the form of cash common equity (inclusive of an amount of equity rolled over or invested, directly or indirectly, in Holdings by management and by existing indirect equityholders of the Company and certain other investors) into Qualified Capital Stock of Holdings (or its direct or indirect parent company), it being understood that investments in preferred equity securities must be on terms and conditions reasonably satisfactory to the initial Lenders (the “*Equity Contribution*”). After giving effect to the foregoing, Sponsor shall have direct or indirect ownership or voting control of greater than 50% of the voting membership interests of Holdings on a fully-diluted basis and control of the board of directors or other governing body of the indirect parent of Holdings whether by board seats or ability to call equity holder vote immediately following consummation of the Transactions.

Section 6.05 Secretary’s Certificates. The Administrative Agent shall have received a certificate for each Credit Party, dated the Closing Date, duly executed and delivered by such Credit Party’s secretary or assistant secretary, managing member or general partner, as applicable, as to:

(a) resolutions of each such Person’s board of managers/directors (or other managing body, in the case of a Person that is not a corporation) then in full force and effect expressly and specifically authorizing, to the extent relevant, all aspects of the Credit Documents applicable to such Person and the execution, delivery and performance of each Credit Document, in each case, to be executed by such Person;



(b) the incumbency and signatures of its Authorized Officers and any other of its officers, managing member or general partner, as applicable, authorized to act with respect to each Credit Document and the Transaction Documents to be executed by such Person; and

(c) each such Person's Organization Documents, as amended, modified or supplemented as of Closing Date, and good standing certificates, each certified by the appropriate officer or official body of the jurisdiction of organization of such Person.

Section 6.06 Other Documents and Certificates. The Administrative Agent shall have received the following documents and certificates, each of which shall be dated the Closing Date and properly executed by an Authorized Officer of each applicable Credit Party, in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(a) a certificate of an Authorized Officer of the Borrower, certifying as to:

(i) subject to the last paragraph of this Article VI, the satisfaction of the conditions set forth in Section 7.01(a) hereof; and

(ii) the receipt of all required approvals and consents of all Governmental Authorities and other third parties with respect to the consummation of the Transactions (if any) and the transactions contemplated by the Transaction Documents; and

(b) certificates of good standing with respect to each Credit Party, each dated within a recent date prior to the Closing Date, such certificates to be issued by the appropriate officer or official body of the jurisdiction of organization of such Credit Party, which certificate shall indicate that such Credit Party is in good standing in such jurisdiction.

Section 6.07 Solvency Certificate. The Administrative Agent shall have received a Solvency Certificate of a financial officer or other Authorized Officer of Holdings, on behalf of the Credit Parties, in the form attached hereto as Exhibit V-1 confirming that as of the Closing Date the Credit Parties and their Subsidiaries, taken as a whole, immediately after giving effect to the Transactions are Solvent.

Section 6.08 Financial Information.

(a) The Borrower shall have delivered the Historical Financial Statements;  
and

(b) The Borrower shall have delivered a pro forma consolidated balance sheet of the Borrower as of the last day of the most recently completed twelve month period ended September 30, 2020; provided that such pro forma financial statement shall be prepared in good faith by the Borrower and no such pro forma financial statement shall 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).

Section 6.09 Closing Date Acquisition. The Closing Date Acquisition shall have been consummated in accordance in all material respects with the terms of the Closing Date Acquisition Agreement, without any amendment, modification or waiver of (or consent under) any of the provisions thereof that would be materially adverse to the Lenders in their capacities as Lenders without the consent of the initial Lenders; provided that (a) any amendment to the definition of "Material Adverse Effect" set forth in the Closing Date

Acquisition Agreement shall be materially adverse to the Lenders and (b) a reduction in the aggregate purchase price for the Company by more than ten percent (10%) from the aggregate purchase price set forth in the Closing Date Acquisition Agreement shall be materially adverse to the Lenders unless any such reduction is allocated first to reduce the Equity Contribution such that the Equity Contribution represents the Minimum Equity Contribution and thereafter to ratably reduce the Initial Term Loans and the Equity Contribution.

Section 6.10 Company Material Adverse Effect. No Company Material Adverse Effect shall have occurred.

Section 6.11 Representations and Warranties. The Closing Date Representations shall be true and correct in all material respects as of the Closing Date (except in the case of any Specified Acquisition Agreement Representation or Specified Representation which expressly relates to a given date or period, in which case such representation and warranty shall be true and correct in all material respects as of the respective date or respective period, as the case may be); provided, that any representation or warranty that, by its terms, is qualified as to “materiality”, “Material Adverse Effect” or similar language, shall be true and correct in all respects in accordance with its terms on such respective dates.

Section 6.12 Fees and Expenses. Substantially concurrently with the initial funding under this Agreement, each of the Agents and each Lender shall have received, for its own respective account, (a) all fees and out-of-pocket expenses due and payable to such Person under the Fee Letter, and (b) the reasonable fees, costs and out-of-pocket expenses due and payable to such Person pursuant Sections 4.01 and 13.05 (including the reasonable fees, disbursements and other charges of counsel) for which invoices have been presented at least three (3) days prior to the Closing Date.

Section 6.13 Patriot Act Compliance. The Administrative Agent and Lenders shall have received, to the extent requested at least ten (10) Business Days prior to the Closing Date, a duly executed IRS Form W-9 (or other applicable tax form) of the Borrower, and all documentation and information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act and, from each Credit Party that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to such Credit Party, in each case, at least three (3) days prior to the Closing Date.

Notwithstanding anything herein or in any other Credit Document to the contrary, (a) the only representations and warranties the accuracy of which shall be a condition to availability of the Loans made on the Closing Date shall be (i) such of the representations made by or with respect to the Company in the Closing Date Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that Holdings or its Affiliates have the right to terminate their respective obligations under the Closing Date Acquisition Agreement or decline to consummate the Closing Date Acquisition as a result of a breach of such representations in the Closing Date Acquisition Agreement (the “**Specified Acquisition Agreement Representations**”), and (ii) the Specified Representations (the representations described in clauses (i) and (ii) being the “**Closing Date Representations**”), and (b) to the extent any security interest in the Collateral cannot be perfected on the Closing Date (other than perfection of (A) Collateral with respect to which a lien may be perfected by the filing of financing statements under the Uniform Commercial Code or the making of a short form intellectual property filing and (B) Capital Stock or certificated securities owned by the Credit Parties with respect to which a lien may be perfected by the delivery of a certificate (in the case of Capital Stock of the Subsidiaries that are Acquired Entities, only to the extent received from the sellers under the Acquisition Agreement on or before the Closing Date after the Borrower’s use of commercially

reasonable efforts to do)), in each case, after the Borrower's use of commercially reasonable efforts to do so, then the perfection of a security interest in such Collateral shall not constitute a condition precedent to the availability of the Credit Facilities on the Closing Date, but shall instead be provided as promptly, and in any event at the time set forth on Schedule 9.14, subject to such extensions as are agreed by the Administrative Agent in its reasonable discretion, pursuant to arrangements to be mutually agreed by the parties hereto acting reasonably. This paragraph, and the provisions herein, shall be referred to as the "*Funds Certain Provision*."

## ARTICLE VII

### Additional Conditions Precedent

#### Section 7.01 Conditions Precedent to certain Credit Extensions.

(a) No Default; Representations and Warranties. Subject to the immediately following paragraph, the agreement of each Lender to make any Loan (other than any Delayed Draw Term Loans) requested to be made by it on any date (including, for the avoidance of doubt, the Closing Date, subject to the last paragraph of Article VI), the obligation of the Letter of Credit Issuer to issue Letters of Credit (for the avoidance of doubt, other than a conversion of Loans to another Type or the continuation of LIBOR Rate Loans) on any date is subject to the satisfaction or waiver of the following conditions precedent that at the time of each such Credit Extension after the Closing Date and also immediately after giving effect thereto: (i) no Default or Event of Default shall have occurred and be continuing, and (ii) all representations and warranties made by each Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date); provided, that any representation or warranty that, by its terms, is qualified as to "materiality", "Material Adverse Effect" or similar language, shall be true and correct in all respects in accordance with its terms on such respective dates. The acceptance of the benefits of each Credit Extension shall constitute a representation and warranty by each Credit Party to each of the Lenders that all the applicable conditions specified above exist as of that time.

Notwithstanding the foregoing, in connection with a Credit Extension constituting a funding of Incremental Term Loans to finance a Limited Condition Acquisition, the obligations of the Lenders and/or new Lenders to make such Incremental Term Loans hereunder pursuant to such Incremental Term Loan Commitment shall be subject solely to the satisfaction of the applicable conditions precedent provided for in Section 2.01(d) plus any other conditions precedent agreed to by the Borrower and the Lenders and/or new Lenders providing such Incremental Term Loans.

Each Credit Extension (including each Credit Extension consisting of a Borrowing of Incremental Term Loans) shall be deemed to constitute a representation and warranty by the Borrower and Holdings on the date of such Credit Extension as to the applicable matters specified in paragraph (a) of this Section 7.01.

(b) Notice of Borrowing; Letter of Credit Request. (i) Prior to the making of each Term Loan (other than any Delayed Draw Term Loans) and each Revolving Credit Loan (other than any Revolving Credit Loan made pursuant to Section 3.04(a)), the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.03.

(i) Prior to the issuance of each Letter of Credit, the Administrative Agent and the Letter of Credit Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.02(a).

Solely for purposes of determining whether the conditions set forth in Article VI and this Section 7.01 have been satisfied in respect of the initial Credit Extensions made on the Closing Date, the Agents and each Lender party hereto shall be deemed to have consented to, approved, accepted or be reasonably satisfied with any document delivered prior to such Credit Extension or other matter (in each case, for which such consent, approval, acceptance or satisfaction is expressly required by Article VI or Section 7.01, as applicable) by releasing its signature page to this Agreement or to an Assignment and Acceptance, as the case may be.

Section 7.02 Conditions Precedent for Delayed Draw Term Loans. The agreement of each Lender to make any Delayed Draw Term Loan requested to be made by it on any date (including, for the avoidance of doubt, the Closing Date), is subject to the satisfaction or waiver of the following conditions precedent that at the time of each such Credit Extension after the Closing Date and also immediately after giving effect thereto:

(a) No Default. No Default or Event of Default shall have occurred and be continuing; provided that in the case of Delayed Draw Term Loans being used to finance a Permitted Acquisition that is a Limited Condition Acquisition, compliance with this clause (a) shall be determined as of the LCA Test Date and no Specified Event of Default shall exist at the time of consummation of such Limited Condition Acquisition.

(b) Representations and Warranties. All representations and warranties made by each Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date); provided, that any representation or warranty that, by its terms, is qualified as to “materiality”, “Material Adverse Effect” or similar language, shall be true and correct in all respects in accordance with its terms on such respective dates; provided that, if the proceeds of such Delayed Draw Term Loan are being used to finance a Permitted Acquisition that is a Limited Condition Acquisition, then no Lender shall be obligated to fund the Delayed Draw Term Loan with respect thereto unless the Specified Representations shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) and the representations and warranties contained in the agreement relating to the Limited Condition Acquisition as are material to the interests of the Agents and the Lenders shall be true and correct, but only to the extent that a Credit Party, or an Affiliate of a Credit Party, has the right to terminate its obligations under such agreement (or the right not to consummate the Limited Condition Acquisition under such agreement) as a result of the failure of such representations and warranties to be true and correct as of such date (except to the extent relating to an earlier date, in which case as of such earlier date);

(c) Compliance with Total Net Leverage Ratio. The Total Net Leverage Ratio, calculated on a Pro Forma Basis as of the last day of the fiscal month most recently ended prior to such date, for which financial statements have been (or are required to have been) delivered pursuant to Section 9.01(b) or (c) (as applicable), is equal to or less than 4.50:1.00 (excluding cash proceeds of any Delayed Draw Term Loans from any unrestricted cash permitted to be netted in the calculation of such ratio); provided that, if the proceeds of such Delayed Draw Term Loan are being used to finance a Limited Condition Acquisition, and if the Borrower has made an LCA Election, compliance with this clause (c) shall be determined as of the LCA Test Date;

(d) Notice of Borrowing. Prior to the making of each Delayed Draw Term Loan, the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.03 and

(e) Maximum Borrowings. No more than 10 separate fundings shall have occurred after giving effect to the funding of Delayed Draw Term Loans requested by the applicable Notice of Borrowing.

Each Credit Extension shall be deemed to constitute a representation and warranty by the Borrower and Holdings on the date of such Credit Extension as to the applicable matters specified in paragraphs (a), (b) and (c) of this Section 7.02.

## **ARTICLE VIII**

### **Representations, Warranties and Agreements**

In order to induce the Lenders to enter into this Agreement, make the Loans and issue or participate in Letters of Credit as provided for herein, the Credit Parties (other than Holdings, except solely with respect to the representations and warranties set forth in Sections 8.01, 8.02, 8.03, 8.05, 8.06, 8.07, 8.19, 8.28 and 8.29) make each of the following representations and warranties, and agreements with, the Lenders:

Section 8.01 Corporate Status. Except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, each Credit Party (a) is a duly organized or formed and validly existing corporation or other registered entity in good standing (to the extent such concept is applicable) under the laws of the jurisdiction of its organization and has the requisite corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged and (b) has duly qualified and is authorized to do business and is in good standing (to the extent such concept is applicable) in all jurisdictions where it does business or owns assets.

Section 8.02 Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered the Credit Documents and each other Transaction Document to which it is a party and all such documents constitute the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law).

Section 8.03 No Violation. None of (a) the execution, delivery and performance by any Credit Party of the Credit Documents to which it is a party and compliance with the terms and provisions thereof, (b) the consummation of the Transactions, or (c) the consummation of the other transactions contemplated hereby or thereby on the relevant dates therefor will (i) contravene any applicable provision of any material Applicable Law of any Governmental Authority, (ii) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of any Credit Party (other than Liens created under the Credit Documents) pursuant to, (A) the terms of any

material indenture, loan agreement, lease agreement, mortgage or deed of trust, or (B) any other material Contractual Obligation, in the case of either clause (A) and (B) to which any Credit Party is a party or by which it or any of its property or assets is bound or (iii) violate any provision of the Organization Documents of any Credit Party, except with respect to any conflict, breach or contravention or default (but not creation of Liens) referred to in clauses (i), (ii)(A) or (ii)(B), to the extent that such conflict, breach, contravention or default would not reasonably be expected to have a Material Adverse Effect.

Section 8.04 Litigation, Labor Controversies, etc.

(a) Except as set forth on Schedule 8.04, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened, at law, in equity, in arbitration or before any Governmental Authority (including, without limitation, the National Labor Relations Board), by or against any Credit Party or against any of their properties or revenues that (a) have a reasonable likelihood of adverse determination and, if so adversely determined, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or (b) involves claims regarding the legality, validity or enforceability of any Credit Document or the Transaction.

Section 8.05 Use of Proceeds; Regulations U and X. The proceeds of the Loans are intended to be and shall be used solely for the purposes set forth in and permitted by Section 9.12. The Letters of Credit are intended to be and shall be issued solely for the purposes set forth in Section 9.12. No Credit Party is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U), and no proceeds of any Credit Extension will be used to purchase or carry margin stock or for a purpose which violates Regulation U or Regulation X.

Section 8.06 Approvals, Consents, etc. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person, and no consent or approval under any material contract or instrument (other than (a) those that have been duly obtained or made and which are in full force and effect, or if not obtained or made, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (b) the filing of UCC financing statements and (c) for Intellectual Property registered or issued in the United States that is Collateral, filings in the United States Patent and Trademark Office and United States Copyright Office) is required for the consummation of the Transactions or the due execution, delivery or performance by any Credit Party of any Credit Document to which it is a party; provided, however, the foregoing does not apply to any property constituting Collateral arising under the laws of or located in any jurisdiction outside of the United States. There does not exist any judgment, order, injunction or other restraint issued or, to the knowledge of Holdings, filed with respect to the transactions contemplated by the Transaction Documents, the consummation of the Transactions, the making of any Credit Extension or the performance by the Credit Parties or any of their respective Restricted Subsidiaries of their Obligations under the Credit Documents.

Section 8.07 Investment Company Act. No Credit Party nor any Restricted Subsidiary of a Credit Party is, or will be after giving effect to the Transactions and the transactions contemplated under the Credit Documents, an “investment company”, within the meaning of the Investment Company Act of 1940.

Section 8.08 Accuracy of Information. None of the factual written information and data (taken as a whole and excluding any projections, estimates and other forward-looking statements and general economic and industry information) at any time

furnished by any Credit Party, any of their respective Restricted Subsidiaries or any of their respective authorized representatives in writing to any Agent or any Lender (including all factual information contained in the Credit Documents) for purposes of or in connection with this Agreement or any of the Transactions contains any untrue statement of a material fact or omits to state any material fact necessary to make such information and data (taken as a whole) not materially misleading, in each case, at the time such information was provided in light of the circumstances under which such information or data was furnished; provided, that to the extent such information, report, financial statement, or other factual information or data was based upon or constitutes a forecast or projection or other forward looking information, each of the Credit Parties represents only that it acted in good faith and utilized assumptions believed by it to be reasonable at the time such forecasts, projections or information was made available to any Agent or any Lender. Agents and Lenders acknowledge that such forecasts, projections and other forward looking information are not to be viewed as facts and are not a guarantee of financial performance, are subject to significant uncertainties and contingencies, which may be beyond the control of the Credit Parties, that no assurance is given by any Credit Party that the results forecasted in any such projections will be realized, and that actual results covered by such forecasts, projections and other forward looking information may differ from the projected results and that such differences may be material.

Section 8.09 Financial Condition; Financial Statements. The Historical Financial Statements present fairly in all material respects the financial position and results of operations of Holdings and its Subsidiaries at the respective dates of such information and for the respective periods covered thereby, subject in the case of unaudited financial information, to changes resulting from normal year end audit adjustments, the absence of footnotes and compliance with purchase accounting rules and requirements. The Historical Financial Statements and all of the balance sheets, all statements of income and of cash flow and all other financial information furnished pursuant to Section 9.01 that is required to be prepared in accordance with GAAP have been and will for all periods following the Closing Date be prepared in accordance with GAAP consistently applied throughout the period covered thereby, except with respect to any Permitted Acquisition for periods prior to the closing thereof, as otherwise expressly noted therein. All of the financial information described in the immediately preceding sentence will, when furnished, present fairly in all material respects the financial position and results of operations of Holdings and its Subsidiaries at the respective dates of such information and for the respective periods covered thereby, subject in the case of unaudited financial information, to changes resulting from normal year end audit adjustments, the absence of footnotes and compliance with purchase accounting rules and requirements. Except as otherwise expressly provided in any certificate or other documentation provided to the Agents and/or Lenders in connection with a Permitted Acquisition, the Credit Parties make no representation and warranty as to any historical financial statements of an Acquired Entity for periods prior to such Acquired Entity purchased pursuant to a Permitted Acquisition.

Section 8.10 Tax Returns and Payments. Each Credit Party has filed all applicable federal and all other material Tax returns, domestic and foreign, required to be filed by them and, except as disclosed in Schedule 8.10, has paid all Taxes reported as due and payable on such returns and all other material Taxes and assessments payable by them that have become due and payable, other than those not yet delinquent or are being contested in good faith by appropriate proceedings with respect to which such Credit Party has maintained adequate reserves in accordance with GAAP. Each Credit Party and its Subsidiaries has paid, or has provided adequate reserves (in the good faith judgment of the management of the Credit Parties) in accordance with GAAP for the payment of, all applicable material federal, state and foreign income Taxes applicable for all prior fiscal years and for the current fiscal year. No

Tax Lien has been filed, and, to the knowledge of any Credit Party, no material claim is being asserted, with respect to any Tax (in each case, other than in respect of Taxes not yet due and payable or that are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established on its books). No Credit Party or any of its Subsidiaries has ever “participated” in a “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4.

Section 8.11 Compliance with ERISA. Except as would not reasonably be expected to result in a Material Adverse Effect: (i) no Reportable Event has occurred with respect to any Plan; (ii) no Multiemployer Plan has been or is to be terminated, partitioned or is insolvent (within the meaning of Section 4245 of ERISA) or in endangered or critical status within the meaning of Section 432 of the Code or Section 4241 of Title IV of ERISA (or is reasonably likely to be insolvent), and no written notice of any such insolvency has been given to any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate; (iii) no Plan is, or is reasonably expected to be, in “at risk” status (as defined in Section 430(i) of the Code or Section 303(i) of ERISA); (iv) no Plan has failed to satisfy the minimum funding standard of Section 412 of the Code or Section 302 of ERISA (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) (or is reasonably likely to do so); (v) no failure to make any required installment under Section 430(j) of the Code with respect to any Plan or any failure of a Credit Party, any of their respective Subsidiaries or any ERISA Affiliate to make any required contribution to a Multiemployer Plan when due has occurred, or that a proceeding has been instituted against a Credit Party, a Restricted Party thereof or an ERISA Affiliate pursuant to Section 515 of ERISA to collect a delinquent contribution to a Multiemployer Plan; (vi) none of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate has incurred (or is reasonably expected to incur) any liability to or on account of a Plan or a Multiemployer Plan pursuant to Section 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or has been notified in writing that it will incur any liability under any of the foregoing Sections with respect to any Plan or Multiemployer Plan; (vii) no steps or proceedings will be or have been instituted (or are reasonably likely to be instituted) to terminate any Plan or to appoint a trustee to administer any Plan, and no written notice of any such proceedings has been given to any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate; (viii) no Lien imposed under the Code or ERISA on the assets of any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate on account of a Plan or Multiemployer Plan exists (or is reasonably likely to exist) nor have the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of any of the Credit Parties, any of their respective Subsidiaries or any ERISA Affiliate on account of any Plan or Multiemployer Plan, or that any action has occurred with respect to a Plan or Multiemployer Plan which would reasonably be expected to result in the requirement that any Credit Party furnish a bond or other security to the PBGC or a Multiemployer Plan; (ix) no liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA has been, or is reasonably expected to be, incurred by any Credit Party or any of their respective Subsidiaries; (x) no Plan has an Unfunded Current Liability; (xi) each Plan is in compliance with ERISA, the Code and any Applicable Law; and (xii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service ((i)-(ix) of this Section 8.11 are collectively and individually referred to as an “*ERISA Event*”).

Section 8.12 Subsidiaries. (a) As of the Closing Date, none of the Credit Parties has any Subsidiaries or joint ventures other than the Subsidiaries and joint ventures listed on Schedule 8.12, and (b) on any date thereafter, none of the Credit Parties has any



Subsidiaries or joint ventures other than the Subsidiaries and joint ventures listed on Schedule 8.12, including any updates made thereto pursuant to and in accordance with Section 9.01(d). Schedule 8.12 describes the ownership interest of each of the Credit Parties in each Subsidiary, including the number of each class of Capital Stock authorized and the number outstanding, the number of Capital Stock covered by all outstanding options, warrants, rights of conversion or similar rights.

Section 8.13 Intellectual Property; Licenses, etc. Except as would not reasonably be expected to have a Material Adverse Effect, each Credit Party owns, or possesses the right to use, all of the Intellectual Property used in the operation of their respective businesses without infringing, misappropriating, or violating the Intellectual Property rights of any other Person. To the knowledge of any Credit Party, no slogan or other advertising device, product, process, method, substance, part or other material employed by such Credit Party infringes upon any rights held by any other Person, except to the extent that such infringement would not reasonably be expected to have a Material Adverse Effect. Except for matters that would not reasonably be expected to have a Material Adverse Effect, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of such Credit Party, threatened.

Section 8.14 Environmental Warranties. (a) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the Credit Parties and each of their respective Subsidiaries are, and for the past five years have been, in compliance with all Environmental Laws in all jurisdictions in which the Credit Parties or such Subsidiary, as the case may be, are currently doing business (including having obtained all material permits required under Environmental Laws) and (ii) none of the Credit Parties or any of their respective Subsidiaries has become subject to any pending Environmental Claim or other liability under any Environmental Law or, to the knowledge of such Credit Party, threatened Environmental Claim or other liability under any Environmental Law.

(a) None of the Credit Parties or any of their respective Subsidiaries has treated, stored, transported, released or disposed of Hazardous Materials at or from any currently or formerly owned Real Property or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 8.15 Ownership of Properties. Schedule 8.15 including any updates made thereto pursuant to and in accordance with Section 9.01(d), is a list of all of the Real Property owned or leased by any of the Credit Parties or their respective Restricted Subsidiaries, indicating in each case whether the respective property is owned or leased, the identity of the owner or lessor and the location of the respective property, as of the Closing Date, or, if an updated pursuant to and in accordance with Section 9.01(d), as of the date of the most recent update. Each Credit Party owns (a) in the case of owned Real Property, good, indefeasible and marketable fee simple title to such Real Property, (b) in the case of owned tangible personal property, good and valid title to such personal property, and (c) in the case of leased Real Property, valid leasehold interests in such leased property except for such defects in title as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in each case, free and clear in each case of all Liens or claims, except for Permitted Liens.

Section 8.16 No Default. None of the Credit Parties or any of their respective Restricted Subsidiaries is in default under or with respect to, or a party to, any Contractual Obligation (other than any such Contractual Obligation in respect of Indebtedness)

that would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.17 Solvency. On the Closing Date after giving effect to the Transactions and the other transactions related thereto and on the date of any borrowing of Delayed Draw Term Loans after giving effect to any transaction related thereto, Holdings and its Restricted Subsidiaries, on a consolidated basis, are Solvent.

Section 8.18 Security Documents. The Security Pledge Agreement, upon execution and delivery thereof by the parties thereto, will be effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority (subject only to Permitted Liens which, pursuant to the terms of this Agreement, are permitted to have priority over or be *pari passu* with Collateral Agent's Liens thereon) security interest in the Collateral described therein and proceeds thereof, subject in the case of enforceability, to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law). In the case of the Pledged Stock described in the Security Pledge Agreement, when stock certificates representing such Pledged Stock are delivered to the Collateral Agent, and in the case of the other Collateral described in the Security Pledge Agreement, when financing statements and other filings specified on Schedule 8.18 in appropriate form are filed in the offices specified on Schedule 8.18, or in the case of deposit accounts, when Control Agreements are executed pursuant to Section 9.15, the security interest in favor of the Collateral Agent for the benefit of the Secured Parties in the Collateral created under the Security Pledge Agreement shall constitute a fully perfected Lien on, and first priority (subject only to Permitted Liens which, pursuant to the terms of this Agreement, are permitted to have priority over or be *pari passu* with Collateral Agent's Liens thereon) security interest in, all right, title and interest of the Credit Parties in such Collateral and the proceeds thereof to the extent that a security interest therein can be perfected under the Uniform Commercial Code of any applicable jurisdiction.

Section 8.19 Compliance with Laws; Authorizations. Each Credit Party and each of its Restricted Subsidiaries (a) is in compliance with all Applicable Laws and (b) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted except, in the case of each of clauses (a) and (b), to the extent that failure to do so would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.20 No Material Adverse Effect. (i) As of the Closing Date, since the date of the applicable Closing Date Acquisition Agreement, there has not been any Company Material Adverse Effect, and (ii) after the Closing Date, since the date of the most recent audited financial statements delivered hereunder pursuant to Section 9.01(c), there has been no Material Adverse Effect.

Section 8.21 Labor Relations. As of the Closing Date, (a) there is no collective bargaining or similar agreement with any union, labor organization, works council or similar representative covering any employee of any Credit Party or any Restricted Subsidiary of any Credit Party, (b) no petition for certification or election of any such representative is existing or pending with respect to any employee of any Credit Party or any Restricted Subsidiary of any Credit Party and (c) to the knowledge of the Credit Parties, no such representative has sought certification or recognition with respect to any employee of any Credit Party or any Restricted Subsidiary of any Credit Party. There are no strikes, picketing,

work stoppages, slowdowns or lockouts existing, pending (or, to the knowledge of any Credit Party, threatened) against or involving any Credit Party or any Restricted Subsidiary of any Credit Party, except for those that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 8.22 Transaction Fees. Except for fees payable to the Administrative Agent and Lenders, none of the Credit Parties or any of their respective Restricted Subsidiaries has any obligation to any Person in respect of any finder's, broker's or investment banker's fee in connection with the transactions contemplated hereby, including, without limitation, the Transactions.

Section 8.23 Status of Holdings. As of the Closing Date, Holdings has not engaged in any business activities and does not own any property other than (i) its ownership of Qualified Capital Stock in the Borrower and (ii) the maintenance of its corporate existence and performance under the Related Agreements and any other ancillary or related agreements.

Section 8.24 Insurance. The properties of each Credit Party are insured with financially sound and reputable insurance companies not Affiliates of any Credit Party against loss and damage in such amounts, with such deductibles and covering such risks as are customarily carried by Persons of comparable size and engaged in the same or similar businesses and owning similar properties in the general locations where such Credit Party operates, in each case, on the Closing Date, as described on Schedule 8.24, and on any date thereafter, as described on Schedule 8.24 including any updates made thereto pursuant to and in accordance with Section 9.01(d). No Credit Party has received any notice of violation or cancellation of any such insurance policy.

Section 8.25 Evidence of Other Indebtedness. As of the Closing Date, other than as listed on Schedule 8.25, the Credit Parties and each of their respective Restricted Subsidiaries have no outstanding Funded Debt other than the Loans hereunder and other Funded Debt permitted under Section 10.01.

Section 8.26 Closing Date Acquisition Agreement. As of the Closing Date, the Borrower has delivered to the Administrative Agent a complete and correct copy of the Closing Date Acquisition Agreement (including all schedules, exhibits, amendments, supplements, modifications, assignments and all other material documents delivered pursuant thereto or in connection therewith).

Section 8.27 [Reserved].

Section 8.28 Patriot Act. The Credit Parties and each of their Subsidiaries are in compliance in all material respects with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department and any other enabling legislation or executive order relating thereto, (b) the Patriot Act and (c) other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 8.29 Foreign Assets Control Regulations and Anti-Money Laundering. Each Credit Party and each Subsidiary of each Credit Party is and will remain in compliance in all material respects with all U.S. economic sanctions laws, executive orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("*OFAC*"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Credit Party and no Subsidiary of a Credit Party (i) is a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "*SDN List*") with which a U.S. Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person or (iii) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Credit Document would be prohibited under U.S. law.

## ARTICLE IX

### Affirmative Covenants

The Credit Parties hereby covenant and agree that on the Closing Date and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Cash Collateralized on terms and conditions reasonably satisfactory to the applicable Letter of Credit Issuer following the termination of the Total Commitments) and the Loans and Unpaid Drawings, together with interest, Fees and all other Obligations (other than Unasserted Contingent Obligations and, for the avoidance of doubt, Obligations under Specified Hedging Agreements) are paid in full in accordance with the terms of this Agreement:

Section 9.01 Financial Information, Reports, Notices and Information. The Credit Parties will furnish the Administrative Agent (for itself, the Collateral Agent and each Lender) copies of the following financial statements, reports, notices and information:

(a) Monthly Financial Statements. Within forty-five (45) days after the end of each fiscal month of each fiscal year of Holdings (other than the third fiscal month of each fiscal quarter and with an additional 15 days with respect to each fiscal month of the first three fiscal quarters immediately following the Closing Date), (x) unaudited consolidated balance sheets of Holdings and its Restricted Subsidiaries as at the end of such fiscal month and (y) unaudited consolidated statements of income and cash flows as of the end of such fiscal month, and for the portion of the fiscal year then ended, setting forth in comparative form (i) the figures for the comparable fiscal month and portion of the fiscal year for the previous fiscal year and (ii) commencing with the first period for which the projections pursuant to Section 9.01(e) are available, the corresponding figures from the most recent projections for the current fiscal year delivered pursuant to Section 9.01(e), all certified on behalf of Holdings by an Authorized Officer of Holdings as being complete and correct in all material respects and fairly presenting, in all material respects, in accordance with GAAP, the financial position and the results of operations of Holdings and its Restricted Subsidiaries, subject to normal year-end adjustments and absence of footnote disclosures.

(b) Quarterly Financial Statements. Within sixty (60) days after the end of each fiscal quarter of Holdings (with an additional 15 days with respect to the first three fiscal quarters immediately following the Closing Date), (x) unaudited consolidated balance sheets of Holdings and its Restricted Subsidiaries as of the end of such fiscal quarter and (y) unaudited consolidated statements of

income and cash flow of Holdings and its Restricted Subsidiaries for such fiscal quarter, and for the portion of the fiscal year then ended, setting forth in comparative form (i) the figures for the comparable fiscal quarter and portion of the fiscal year for the previous fiscal year and (ii) commencing with the first period for which the projections pursuant to Section 9.01(e) are available, the corresponding figures from the most recent projections for the current fiscal year delivered pursuant to Section 9.01(e), all certified by an Authorized Officer of Holdings as being complete and correct in all material respects fairly presenting, in all material respects, in accordance with GAAP, the financial position and the results of operations of Holdings and its Restricted Subsidiaries, subject to normal year-end adjustments and absence of footnote disclosures, together with a management discussion and analysis report pursuant to Section 9.01(k).

(c) Annual Financial Statements.

Within one hundred twenty (120) days after the end of each fiscal year of Holdings beginning with the fiscal year ending December 31, 2020 (with an additional thirty (30) days with respect to the annual financial statements to be delivered for fiscal year 2020), (x) copies of the consolidated balance sheets of Holdings and its Restricted Subsidiaries, and the related consolidated statements of income and cash flows of Holdings and its Restricted Subsidiaries for such fiscal year, setting forth in comparative form the figures for (to the extent available) the immediately preceding fiscal year (it being agreed and understood that for the fiscal year ending December 31, 2020, such comparison against the immediately preceding year shall not be required), such consolidated statements audited and certified without any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (other than a “going concern” or like qualification for any period within the twelve-month period prior to the end of the term of this Agreement arising solely from the impending maturity of the Loans), by the Borrower’s current auditor, Maxwell, Locke & Ritter LLP, or another independent public accounting firm of nationally recognized standing, stating that such consolidated financial statements present fairly in all material respects the financial position for the periods indicated in conformity with GAAP applied on a basis consistent with prior years or identifying any modification on such application of GAAP; provided that such information may relate to a parent of Holdings, in which case consolidating information of Holdings and its Restricted Subsidiaries shall be delivered.

(d) Compliance Certificates. Concurrently with the delivery of the financial information pursuant to clauses (b) (only with respect to the first three fiscal quarters of each fiscal year) or (c) above (as applicable), a Compliance Certificate, executed by an Authorized Officer of Holdings, (i) showing compliance with the Financial Performance Covenant and stating that no Default or Event of Default has occurred and is continuing (or, if a Default or an Event of Default has occurred, specifying the details of such Default or Event of Default and the actions taken or to be taken with respect thereto) and containing the applicable certifications set forth in Section 8.09 with respect thereto, (ii) including a written supplement substantially in the form of Schedules 1, 3, 4, 5 and 6, as applicable, to the Security Pledge Agreement with respect to any additional assets and property acquired by any Credit Party after the Closing Date, all in reasonable detail and (iii) solely with the delivery of the financial information pursuant to clause (c) above, showing a calculation of Excess Cash Flow and the required prepayment due pursuant to Section 5.02(a)(i).

(e) Budget. Within sixty (60) days after the commencement of each fiscal year of Holdings, commencing with the fiscal year beginning January 1, 2021 (with an additional thirty (30) days with respect to the budget to be delivered for fiscal year 2021), the forecasted financial projections for the then current fiscal year on a month-by-month basis, prepared in reasonable detail setting forth, with appropriate discussion, the principal assumptions upon which such budget is based.

(f) Defaults; Litigation. Within five (5) Business Days after an Authorized Officer of any Credit Party or any of their respective Restricted Subsidiaries obtains knowledge thereof,

notice from an Authorized Officer of the Borrower of (i) the occurrence of any event that constitutes a Default or an Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the applicable Credit Parties propose to take with respect thereto, (ii) (A) the occurrence of any material adverse development with respect to any litigation, action, proceeding or labor controversy described in Schedule 8.04 or (B) the commencement of any litigation, action, proceeding or labor controversy of the type and the materiality described in Section 8.04, and to the extent the Administrative Agent reasonably requests, copies of all documentation related thereto (other than documentation the disclosure of which would breach a confidentiality agreement or result in the Credit Parties of their respective Subsidiaries waiving the attorney client privilege), (iii) (A) on or prior to any filing by any Credit Party or a Subsidiary of a Credit Party, or promptly upon a Credit Party obtaining knowledge of the filing by any ERISA Affiliate, of any notice of any reportable event under Section 4043 of ERISA or intent to terminate any Title IV Plan, a copy of such notice, (B) promptly, and in any event within ten (10) days, after any officer of any Credit Party or a Subsidiary of a Credit Party knows or has reason to know that a request for a minimum funding waiver under Section 412 of the Code has been filed with respect to any Title IV Plan or Multiemployer Plan, a notice describing such waiver request and any action that any ERISA Affiliate proposes to take with respect thereto, together with a copy of any notice filed with the PBGC or the IRS pertaining thereto, and (C) promptly, and in any event within ten (10) days after any officer of any Credit Party or a Subsidiary of a Credit Party knows or has reason to know that an ERISA Event will or has occurred that would reasonably be expected to result in material liability to a Credit Party or a Subsidiary of a Credit Party, a notice describing such ERISA Event, and any action that any ERISA Affiliate proposes to take with respect thereto, together with a copy of any notices received from or filed with the PBGC, IRS, Multiemployer Plan or other Benefit Plan pertaining thereto, (iv) (A) (1) the receipt by any Credit Party or any Subsidiary thereof of any written notice of violation of or potential liability under Environmental Law, (2) unpermitted Releases, (3) the existence of any condition that could reasonably be expected to result in violations of or liabilities under, any Environmental Law or (4) the commencement of, or any material change to, any action, suit or other proceeding alleging a violation of or liability under any Environmental Law which in the case of clauses (1), (2), (3) and (4) above, in the aggregate for all such clauses, would reasonably be expected to result in material Environmental Claims, (B) the receipt by any Credit Party or any Subsidiary thereof of notification that any property of any Credit Party or Subsidiary thereof is subject to any Lien in favor of any Governmental Authority securing, in whole or in part, Environmental Claims and (C) any proposed acquisition or lease of Real Property, if such acquisition or lease would have a reasonable likelihood of resulting in material Environmental Claims and (v) the receipt by any Credit Party or any Subsidiary of any Credit Party of any audit or examination or any assertion of any claim for Taxes in an aggregate amount of \$13,000,000 or more made by any Governmental Authority.

(g) Other Litigation. Within five (5) Business Days after becoming aware of any pending or threatened litigation, action, proceeding or other controversy which purports to affect the legality, validity or enforceability of any Credit Document, a statement of an Authorized Officer of the Borrower, which notice shall specify the nature thereof, and what actions the applicable Credit Parties propose to take with respect thereto, together with copies of all relevant documentation.

(h) Transaction Documents. Within five (5) Business Days after any Credit Party obtains knowledge of the occurrence of (i) a material breach or material default or notice of termination by any party under, or material amendment to, any Transaction Document or any other document or instrument referred to in Section 10.07(a), or (ii) any material breach, default or notice of termination by any party under, or material amendment to any document or instrument referred to in Section 10.07(b), in the case of each of clauses (i) and (ii), a statement of an Authorized Officer of the Borrower setting forth details of such breach or default or notice of termination and the actions taken or to be taken with respect thereto and, if applicable, a copy of such amendment.

(i) Beneficial Ownership Certification. The Borrower shall promptly notify the Administrative Agent upon obtaining knowledge of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in such certification

(j) Management Letters. Within five (5) Business Days after, receipt thereof, copies of all “management letters” submitted to any Credit Party by the independent public accountants referred to in Section 9.01(c) in connection with each audit made by such accountants.

(k) Management Discussion and Analysis. Together with each delivery of financial statements pursuant to Section 9.01(b) and (c), (i) a management discussion and analysis report, in reasonable detail, signed by an Authorized Officer of the Borrower, describing the operations and financial condition of the Credit Parties and their Restricted Subsidiaries for the fiscal quarter and the portion of the fiscal year then ended, in the case of quarterly financial statements, and the fiscal year, in the case of annual financial statements and (ii) a report setting forth in comparative form the corresponding figures for the corresponding periods of the previous fiscal year and, with respect to the financial statements delivered pursuant to Section 9.01(b), the corresponding figures from the most recent projections for the current fiscal year delivered pursuant to Section 9.01(e) and discussing the reasons for any significant variations;

(l) Insurance Report. Upon the reasonable request in writing by the Administrative Agent (but in any event, no such requests shall be delivered more than once during any fiscal year), on its own behalf or on behalf of any Lender, a report with respect to insurance policies maintained by the Credit Parties.

(m) [Reserved].

(n) Other Information. With reasonable promptness, such other information regarding the business, financial, legal or corporate affairs of the Credit Parties and their Subsidiaries as any Agent on its own behalf or on behalf of any Lender may reasonably request in writing from time to time (other than information the disclosure of which would breach a confidentiality agreement or result in the Credit Parties of their respective Subsidiaries waiving the attorney client privilege).

Section 9.02 Books, Records and Inspections. The Credit Parties will, and will cause each of their respective Restricted Subsidiaries to, maintain books of record and account, in which entries that are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Credit Parties or such Restricted Subsidiary, as the case may be so as to present fairly in all material respects the financial position and results of operations of Holdings and its Restricted Subsidiaries, subject to any adjustments or estimations in connection with a Specified Transaction permitted under the defined terms “Pro Forma Basis”. The Credit Parties will, and will cause each of their respective Restricted Subsidiaries to, permit representatives and independent contractors of the Collateral Agent to visit and inspect any of its properties, to examine its corporate, financial and operating 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 Holdings shall be entitled and have the opportunity to be present), all at the expense of the Credit Parties and (unless an Event of Default then exists) at reasonable times during normal business hours, upon reasonable advance notice to the Credit Parties; provided, that, unless an Event of Default has occurred and is continuing (a) there shall not be more than one such visit and inspection per year and (b) such visits and inspections shall be made upon at least three (3) Business Days’

notice at reasonable times during normal business hours. Any information obtained by the Collateral Agent pursuant to this Section 9.02 may be shared with the Administrative Agent or any Lender upon the request of such Secured Party.

Section 9.03 Maintenance of Insurance. The Credit Parties will, and will cause each of their respective Restricted Subsidiaries to, at all times maintain in full force and effect, with insurance companies that the Credit Parties believe (in their reasonable business judgment) are financially sound and reputable at the time the relevant coverage is placed or renewed, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons; and will furnish to the Collateral Agent for further delivery to the Lenders, upon written request from the Collateral Agent, information presented in reasonable detail as to the insurance so carried, including (i) endorsements to (A) all “All Risk” and property policies naming the Collateral Agent, on behalf of the Secured Parties, as lender loss payee and (B) all general liability and other liability policies naming the Collateral Agent, on behalf of the Secured Parties, as additional insured and (ii) to the extent available, legends providing that no cancellation, material reduction in the amount of insurance coverage thereof shall be effective until at least thirty (30) days (or ten (10) days in the case of cancellation for non-payment) after receipt by the Collateral Agent of written notice thereof. The Credit Parties will, and will cause each of their respective Restricted Subsidiaries to, pay when due all premiums with respect to such insurance policies and comply in all material respects with the requirements of such policies.

Section 9.04 Payment of Taxes. The Credit Parties will pay and discharge, and will cause each of their respective Subsidiaries to pay and discharge, all material Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, and all lawful material claims that, if unpaid, could reasonably be expected to become a Lien having priority over the Collateral Agent’s Liens or an otherwise material Lien upon any properties of the Credit Parties or any of their respective Subsidiaries, in each case as they become due and payable; provided, that none of the Credit Parties or any of their respective Subsidiaries shall be required to pay any such Tax, assessment, charge, levy or claim that is being diligently contested in good faith and by proper proceedings as to which such Credit Party has maintained adequate reserves with respect thereto in accordance with GAAP.

Section 9.05 Maintenance of Existence; Compliance with Laws, etc. Except to the extent permitted under Section 10.03 or Section 10.04, each Credit Party will, and will cause its Restricted Subsidiaries to, (a) preserve and maintain in full force and effect its organizational existence, (b) preserve and maintain its good standing (to the extent such concept is applicable) under the laws of its state or jurisdiction of incorporation, organization or formation, and, to the extent that failure to do so would reasonably be expected to have a Material Adverse Effect, each state or other jurisdiction where such Person is qualified, or is required to be so qualified, to do business as a foreign entity, (c) comply in all material respects with all Applicable Laws, rules, regulations and orders except to the extent being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established on the books of such Person or where the failure to comply would not reasonably be expected to have a Material Adverse Effect, (d) preserve and maintain in full force and effect all rights, privileges, qualifications, permits, licenses and franchises necessary in the normal conduct of its business except in connection with transactions permitted by Section 10.03 and sales of assets permitted by Section 10.04 and



except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (e) preserve or renew all of its registered trademarks, trade names and service marks, the non-preservation of which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect and (f) conduct its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any respect and shall comply in all respects with the terms of its licenses, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

Section 9.06 Environmental Compliance.

(a) Each Credit Party will, and will cause its Subsidiaries to, use and operate all of its and their facilities and properties in material compliance with applicable Environmental Laws, keep all material permits, approvals, certificate, licenses and other authorizations required under applicable Environmental Laws in effect and remain in material compliance therewith, and handle all Hazardous Materials in material compliance with applicable Environmental Laws, and keep its and their property free of any Lien imposed by any Environmental Law, in each case, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(b) The Borrower will promptly give notice to the Administrative Agent upon any Credit Party or Subsidiary thereof becoming aware (i) of any violation by any Credit Party or any of their respective Subsidiaries of any Environmental Law which would reasonably be expected to result in a Material Adverse Effect, (ii) of any inquiry with respect to, proceeding against, investigation of or other action (including without limitation a written request for information or a written notice of violation or potential environmental liability from any foreign, federal, state or local environmental agency or board or any other Person) with respect to any Credit Party under any Environmental Law which would reasonably be expected to result in a Material Adverse Effect, or (iii) of the discovery of a release or threat of a release of Hazardous Materials at, on, under or from any of the Real Property of any Credit Party or any facility or assets therein which would reasonably be expected to result in a Material Adverse Effect.

(c) In the event of the presence of any Hazardous Material on any Real Property of any Credit Party which would reasonably be expected to result in a Material Adverse Effect under any Environmental Law, each Credit Party and its respective Subsidiaries, upon discovery thereof, shall take such necessary steps to initiate and expeditiously complete all response, corrective and other action to mitigate and eliminate any such violation or potential liability, and shall keep the Administrative Agent reasonably informed on a regular basis of their material actions and the results of such actions; provided that no Credit Party shall be required to undertake any such responsive action to the extent that its obligations to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

(d) With respect to any event described in this Section 9.06 which would reasonably be expected to result in a Material Adverse Effect, the Credit Parties shall provide the Administrative Agent with copies of any notice, submittal or documentation provided by any Credit Party or any of their respective Subsidiaries to any Governmental Authority or other Person under any Environmental Law relating to such event. Such notice, submittal or documentation shall be provided to the Administrative Agent within ten (10) Business Days after such notice, submittal or documentation is provided to any Governmental Authority or third party.

(e) With respect to any event described in this Section 9.06 which would reasonably be expected to result in a Material Adverse Effect, at the written request of the Administrative Agent, the Borrower shall provide, at its sole expense, an environmental site assessment (including, without

limitation, the results of any groundwater or other testing, conducted at the Administrative Agent's reasonable request) concerning any Real Property now or hereafter owned, leased or operated by any Credit Party or any of their respective Subsidiaries that is the subject of such event, conducted by an environmental consulting firm reasonably acceptable to the Administrative Agent indicating the presence or absence of Hazardous Materials and the potential cost of any required action in connection with any Hazardous Materials on, at, under or emanating from such Real Property; provided, that such request may be made only if (i) there has occurred and is continuing an Event of Default, or (ii) circumstances exist that in the reasonable judgment of the Administrative Agent would reasonably be expected to result in a Material Adverse Effect; provided, further, if the Borrower fails to provide the same within sixty (60) days (or such longer period as the Administrative Agent may reasonably agree to in writing) after such request was made, the Administrative Agent may but is under no obligation to conduct the same, and the Credit Parties shall grant and hereby do grant to the Administrative Agent and its agents reasonable access to such Real Property and in the event such Real Property is leased, the Credit Parties shall use commercially reasonable efforts to obtain an access agreement from the owner of such Real Property in favor of the Administrative Agent, to undertake such an assessment, all at the Borrower's sole cost and expense.

Section 9.07 ERISA. (a) Promptly after any Credit Party or any of their respective Subsidiaries knows of the occurrence of any ERISA Event that, individually or in the aggregate, would be reasonably likely to result in a Material Adverse Effect, the Borrower will deliver to the Agents and each Lender a certificate of an Authorized Officer of the Borrower setting forth details as to such occurrence and the action, if any, that such Credit Party, such Subsidiary or an ERISA Affiliate is required or proposes to take, together with any notices (required, proposed or otherwise) given to or filed with or by such Credit Party, such Subsidiary or ERISA Affiliate (to the extent reasonably obtainable by a Credit Party) with respect thereto.

(a) Promptly following any request by any Agent therefor, copies of any documents described in Section 101(k) of ERISA that any Credit Party or any of their respective Subsidiaries has received with respect to any Multiemployer Plan or any notices described in Section 101(l) of ERISA that any Credit Party or any of their respective Subsidiaries has received with respect to any Multiemployer Plan; provided, that if any Credit Party or any of their respective Restricted Subsidiaries has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the applicable Credit Party or the applicable Restricted Subsidiary(ies), upon the request therefor by any Agent, shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof; provided, further, that this paragraph (b) shall also apply to all documents and notices described in Section 101(k) or 101(l) of ERISA with respect to a Multiemployer Plan to which an ERISA Affiliate contributes or has any obligation, actual or contingent, to make any contribution or payment, if any Credit Party or any of their respective Restricted Subsidiaries would reasonably be expected to result in a Material Adverse Effect under such Multiemployer Plan.

Section 9.08 Maintenance of Properties. Each Credit Party will, and will cause its Restricted Subsidiaries to, (i) maintain, preserve, protect and keep its tangible properties and assets in good repair, working order and condition (ordinary wear and tear excepted and subject to transactions permitted pursuant to Section 10.03 or Section 10.04), and make necessary repairs, renewals and replacements thereof (ii) protect, preserve, maintain and renew all Intellectual Property and (iii) maintain and renew as necessary all licenses, franchises, permits and other clearances necessary to use and occupy such properties and assets, in each case of subsections (i) through (iii), except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 9.09 End of Fiscal Years; Fiscal Quarters. The Credit Parties will, for financial reporting purposes, cause (a) each of their, and each of their Restricted Subsidiaries', fiscal years to end on December 31 of each year and (b) each of their, and each of their Restricted Subsidiaries', fiscal quarters to end on March 31, June 30, September 30 and December 31 of each year; provided, that the Credit Parties may change their, and each of their respective Restricted Subsidiaries, fiscal year end (and change the end of the fiscal quarters in a corresponding manner) upon ten (10) Business Days' prior written notice to the Administrative Agent (or such shorter period as agreed to by the Administrative Agent).

Section 9.10 Additional Guarantors and Grantors. Subject to any applicable limitations set forth herein or in the Guarantee Agreement and the Security Pledge Agreement, as applicable, the Credit Parties will within forty-five (45) days after the formation (including, by division) or acquisition (it being understood that a Domestic Subsidiary ceasing to constitute an Excluded Subsidiary shall constitute an acquisition of such Subsidiary for purposes of this Section 9.10) thereof (or such longer period as may be agreed to in writing by the Administrative Agent) cause any Domestic Subsidiary that is a Wholly-Owned Subsidiary (other than (x) an Excluded Subsidiary or (y) a merger subsidiary formed in connection with a merger or acquisition, including a Permitted Acquisition, so long as such merger subsidiary is merged out of existence pursuant to and upon the consummation of such transaction) formed or otherwise purchased or acquired after the Closing Date, or which becomes a Domestic Subsidiary that is a Wholly-Owned Subsidiary (other than (x) an Excluded Subsidiary or (y) a merger subsidiary formed in connection with a merger or acquisition, including a Permitted Acquisition, so long as such merger subsidiary is merged out of existence pursuant to and upon the consummation of such transaction) after the Closing Date to execute a (x) supplement to the Guarantee Agreement in the form of Annex I to the Guarantee Agreement or a guarantee in form and substance reasonably satisfactory to Administrative Agent, (y) supplement to the Security Pledge Agreement in the form of Annex I to the Security Pledge Agreement, or a security agreement in form and substance reasonably satisfactory to Collateral Agent and (z) take all actions necessary or advisable in the opinion of the Collateral Agent to cause the Liens created under the Security Pledge Agreement to be duly perfected, including the filing of financing statements. If, at any time after a guarantee has been provided pursuant to clause (b) above, the Borrower reasonably determines, in consultation with the Administrative Agent, that such guarantee would result in material adverse tax consequences to Holdings and its Subsidiaries, the Administrative Agent will release the applicable Subsidiary from such guarantee; provided, however, that no such Subsidiary shall be released without the prior consent of Collateral Agent, which shall not be unreasonably withheld, conditioned or delayed.

Section 9.11 Pledges of Additional Stock. Subject to any applicable limitations set forth herein or in the Security Pledge Agreement, the Credit Parties will pledge to the Collateral Agent for the benefit of the Secured Parties forty-five (45) days of acquisition or receipt thereof (or such longer period as may be agreed to in writing by the Administrative Agent), (i) (A) all the Capital Stock of each Direct Domestic Subsidiary or Direct Foreign Subsidiary (in each case other than (x) an Excluded Subsidiary (other than an Immaterial Subsidiary, an Unrestricted Subsidiary or a Subsidiary described in clause (j) of the definition of Excluded Subsidiary) and (y) a merger subsidiary formed in connection with a merger or acquisition, constituting a Permitted Acquisition, so long as such merger subsidiary is merged out of existence pursuant to and upon the consummation of such transaction) purchased or otherwise acquired after the Closing Date, or which becomes a Direct Domestic Subsidiary or Direct Foreign Subsidiary (other than (x) an Excluded Subsidiary (other than an Immaterial Subsidiary, an Unrestricted Subsidiary or a Subsidiary described in clause (j) of the definition of Excluded Subsidiary) and (y) a merger subsidiary formed in connection with a merger or

acquisition, constituting a Permitted Acquisition, so long as such merger subsidiary is merged out of existence pursuant to and upon the consummation of such transaction,) after the Closing Date and (B) 65% of the issued and outstanding Voting Stock and 100% of the outstanding non-voting Capital Stock of each (I) U.S. Foreign Holdco that is a first-tier Subsidiary of a Credit Party and (II) Direct Foreign Subsidiary that is a CFC, in each case, purchased or otherwise acquired after the Closing Date, or which becomes a U.S. Foreign Holdco that is a first-tier Subsidiary of a Credit Party or a Direct Foreign Subsidiary that is a CFC after the Closing Date (in each case, other than (x) an Excluded Subsidiary (other than an Immaterial Subsidiary, an Unrestricted Subsidiary or a Subsidiary described in clause (j) of the definition of Excluded Subsidiary) and (y) a merger subsidiary formed in connection with a merger or acquisition, constituting a Permitted Acquisition, so long as such merger subsidiary is merged out of existence pursuant to and upon the consummation of such transaction), and, in each case of this clause (i), cause to be delivered to the Collateral Agent the certificates, if any, representing such Capital Stock, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized, (ii) any promissory notes executed after the Closing Date evidencing Indebtedness of any Credit Party or Subsidiary of any Credit Party that is owing to any other Credit Party and (iii) all other written evidences of Indebtedness in excess of \$7,500,000 received by the Credit Parties. If at any time after a pledge of Capital Stock has been provided pursuant to clause (B) above, there is a Change in Law such that such pledge would result in material adverse tax consequences to Holdings and its Restricted Subsidiaries as reasonably determined by Borrower in consultation with the Administrative Agent, Collateral Agent will release such pledge.

Section 9.12 Use of Proceeds. The proceeds of: (a) the Initial Term Loans made on the Closing Date shall be used to (i) refinance existing debt of the Borrower pursuant to the Closing Date Acquisition Agreement, (ii) pay a portion of the consideration and other payments or obligations under the Closing Date Acquisition Agreement and (iii) to pay fees and expenses incurred in connection with the Transactions, (b) the Revolving Credit Loans available under the Revolving Credit Facility will be used after the Closing Date to fund working capital and general corporate purposes of the Borrower and its Subsidiaries to the extent not prohibited by this Agreement, (c) the proceeds of the Delayed Draw Term Loan Facility will be used after the Closing Date, to finance Permitted Acquisitions and capital expenditures, pay fees, costs and expenses incurred in connection therewith and the payments of Earn-Outs and similar deferred purchase price obligations on account thereof and to replenish cash on the balance sheet or to repay Loans made under the Revolving Credit Facility, in each case, previously used for the purposes described in this clause (c), (d) Letters of Credit issued under the Revolving Credit Facility will be used for working capital requirements and general corporate purposes of the Borrower and its Subsidiaries to the extent not prohibited by this Agreement and (e) the proceeds of any Incremental Facility will be used for Permitted Acquisitions, capital expenditures and other permitted Investments, pay fees, costs and expenses incurred in connection therewith and the payments of Earn-Outs and similar deferred purchase price obligations on account thereof and to replenish cash on the balance sheet or to repay Loans made under the Revolving Credit Facility, in each case, previously used in connection with prior Permitted Acquisitions and permitted Investments, and for working capital and, to the extent otherwise permitted by this Agreement, to make restricted payments and prepayments or redemptions of any subordinated or junior lien debt.

Section 9.13 Further Assurances. (a) Subject to any applicable limitations set forth herein, the Guarantee Agreement, the Security Pledge Agreement or any other Credit Document, the Credit Parties will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording

of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any Applicable Law, or which the Collateral Agent may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Security Pledge Agreement, any Mortgage or any other Security Document, all at the sole cost and expense of the Borrower; provided, however, in no event shall the Credit Parties be required to provide foreign-law governed security documents, including with respect to any share pledges and any Intellectual Property registered in any non-U.S. jurisdiction.

(a) Subject to any applicable limitations set forth in any applicable Security Document, if any fee simple interest in Real Property with a fair market value in excess of \$13,000,000 is acquired by any Credit Party after the Closing Date, or held by any Person which becomes a Credit Party after the Closing Date, the Borrower will notify the Collateral Agent and the Lenders thereof and will cause such assets to be subjected to a Lien securing the applicable Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and/or perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in Section 9.13(a), all at the sole cost and expense of the Borrower. Any Mortgage delivered to the Collateral Agent in accordance with the preceding sentence shall be accompanied by (A) a policy or policies (or unconditional binding commitment thereof) of title insurance issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid Lien (with the priority described therein) on the Mortgaged Property described therein, free of any other Liens except as expressly permitted by Section 10.02, together with, to the extent available in the applicable jurisdictions, such endorsements and reinsurance as the Collateral Agent may reasonably request and (B) if requested by the Collateral Agent, an opinion of local counsel to the applicable Credit Party(ies) in form and substance reasonably satisfactory to the Collateral Agent.

(b) Notwithstanding anything herein to the contrary, if the Collateral Agent determines that the cost of creating or perfecting any Lien on any property is excessive in relation to the practical benefits afforded to the Lenders thereby, then such property may be excluded from the Collateral for all purposes of the Credit Documents.

Section 9.14 Post-Closing Actions. Within the time periods specified on Schedule 9.14 (as each may be extended by the Administrative Agent in its sole discretion), the Borrower shall provide such documentation, and complete such undertakings, as are set forth on Schedule 9.14. All conditions precedent, covenants and representations and warranties contained in this Agreement and the other Credit Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required by this Section 9.14, rather than as elsewhere provided in the Credit Documents).

Section 9.15 Bank Accounts.

(a) Within 120 days after the Closing Date (or such longer period as the Collateral Agent may agree to in its sole discretion) to the extent not already established, the Credit Parties shall establish and deliver to Collateral Agent a Control Agreement with respect to each of their respective securities accounts, deposit accounts and commodity accounts existing on the Closing Date (and the Credit Parties represent that all such securities accounts, deposit accounts and commodity accounts are set forth on Schedule 8.26) other than those (i) accounts maintained in the United States which (A) are used solely to fund payroll, payroll taxes, or employee wage and benefits payments, (B) are trust, fiduciary, escrow, withholding or tax payment accounts, in each case, maintained solely on behalf of and for the benefit of unaffiliated third parties and used exclusively for such purposes, (C) are disbursement accounts at all times maintained on a “zero balance” basis and in the ordinary course of business, (D) any deposit or securities

account used for the sole purposes of holding cash that serves solely as collateral or security under any letter of credit, credit card facility or merchant account, (E) to the extent not otherwise described in clauses (A) through (D) of this clause (i), contain at all times less than \$1,300,000 in the aggregate for all such accounts and (ii) accounts maintained outside of the United States (each such account described in the foregoing clauses (i) and (ii), an “**Excluded Account**”). The Credit Parties shall not allow any Collections to be deposited to any accounts other than those listed on Schedule 8.26; provided, that, so long as no Event of Default has occurred and is continuing, the Credit Parties may establish new deposit accounts, securities accounts or commodity accounts so long as (i) prior to the time such account is established, the Credit Parties have delivered to the Agents an amended Schedule 8.26 including such account and (ii) the Credit Parties have delivered to Collateral Agent a Control Agreement with respect to such account within 90 days (or such longer period as the Collateral Agent may agree in its sole discretion) after the creation of such account, except to the extent such account is an Excluded Account. With respect to any accounts (other than Excluded Accounts) acquired by the Credit Parties in connection with a Permitted Acquisition, it is agreed and understood that the Credit Parties shall have until the date that is 90 days following the closing of such Permitted Acquisition (or such longer period as the Collateral Agent may agree in its sole discretion) to deliver a Control Agreement with respect to each such account in accordance with the provisions of this Section 9.15.

(b) Each Control Agreement shall provide, among other things, unless otherwise agreed to by the Collateral Agent, that (i) upon notice from the Collateral Agent (a “**Notice of Control**”), the bank, securities intermediary or other financial institution party thereto will comply with instructions of the Collateral Agent directing the disposition of funds without further consent by the applicable Credit Party; provided, that, Collateral Agent agrees not to issue a Notice of Control unless an Event of Default has occurred and is then continuing, and (ii) the bank, securities intermediary or other financial institution party thereto has no rights of setoff or recoupment or any other claim against the account subject thereto, other than for payment of its service fees and other charges directly related to the administration of such account and for returned checks or other items of payment; provided, further, that if a Notice of Control is issued, then, upon written waiver of the underlying Event of Default or if such Event of Default has been cured in accordance with the terms of this Agreement for no less than thirty (30) days, then, so long as no other Events of Default shall then exist, the Collateral Agent shall rescind such Notice of Control. In the event Collateral Agent issues a Notice of Control under any Control Agreement, all Collections or other amounts subject to such Control Agreement shall be transferred as directed by the Collateral Agent and used to pay the Obligations in the manner set forth in Section 5.02(f).

(c) If, notwithstanding the provisions of this Section 9.15, after the occurrence and during the continuance of an Event of Default, the Credit Parties receive or otherwise have dominion over or control of any Collections or other amounts, the Credit Parties shall hold such Collections and amounts in trust for the Collateral Agent and shall not commingle such Collections with any other funds of any Credit Party or other Person or deposit such Collections in any account other than those accounts set forth on Schedule 8.26 that are subject to a Control Agreement (unless otherwise instructed by the Collateral Agent).

Section 9.16 Lender Meetings. The Borrower will, at the reasonable request of the Administrative Agent or of the Required Lenders and upon reasonable prior notice, hold a meeting by conference call with all Lenders who choose to attend such meeting at which meeting shall be reviewed the financial results and the financial condition of the Borrower and the Restricted Subsidiaries.

Section 9.17 Closing Date Merger.

The Credit Parties shall cause the Closing Date Merger to be effective on or prior to 5:00 pm Eastern Time on November 25, 2020. Immediately upon their receipt thereof, Borrower shall deliver to Agents a copy of the file-stamped Certificate of Merger evidencing the Closing Merger.

## ARTICLE X

### Negative Covenants

The Credit Parties (other than Holdings, except solely with respect to the covenant set forth in Section 10.12 with respect to the last sentence thereof) hereby covenant and agree that on the Closing Date and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Cash Collateralized on terms and conditions reasonably satisfactory to the applicable Letter of Credit Issuer following the termination of the Total Commitments) and the Loans and Unpaid Drawings, together with interest, Fees and all other Obligations (other than Unasserted Contingent Obligations and, for the avoidance of doubt, Obligations under Specified Hedging Agreements) are paid in full in accordance with the terms of this Agreement:

Section 10.01 Limitation on Indebtedness. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee, suffer to exist or otherwise become directly or indirectly liable, contingently or otherwise with respect to any Indebtedness, except for:

(a) Indebtedness in respect of the Obligations (including Indebtedness under Specified Hedging Agreements, if any) and Indebtedness identified in Schedule 10.01;

(b) Indebtedness (i) in an amount not to exceed (x) \$30,000,000 (less any Indebtedness incurred pursuant to Section 2.01(d)) plus (y) an unlimited amount so long as the Total Net Leverage Ratio shall not exceed 4.50:1.00 calculated on a Pro Forma Basis (without “netting” the cash proceeds of any such Indebtedness) as of the last day of the fiscal quarter most recently ended prior to such date for which financial statements have been (or are required to have been) delivered pursuant to Section 9.01(b) or (c) (as applicable) (without “netting” the cash proceeds of any such Indebtedness) and any amendments, restatements, replacements, renewals, extensions and refinancings of any such Indebtedness that do not increase the outstanding principal amount thereof (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing); (ii) no Event of Default exists (or would result therefrom) at the time of the incurrence thereof; provided, that, if the proceeds of such Indebtedness are intended to and shall be used to finance a Limited Condition Acquisition, compliance with this clause (ii) shall be determined as of the LCA Test Date and no Specified Event of Default shall exist at the time of consummation of such Limited Condition Acquisition, (iii) except as provided below, there shall be no borrower or guarantor in respect of any such Indebtedness that is not the Borrower or a Guarantor, (iv) if such Indebtedness is secured, such Indebtedness shall be secured on a *pari passu* lien or junior lien basis with the then existing Loans and Commitments and shall not be secured by any assets or property other than the Collateral and if secured or subordinated in right of payment to the Obligations shall be subject to intercreditor arrangements reasonably satisfactory to the Agents, (v) in the case of any such Indebtedness that is secured, if such Indebtedness is in the form of a term loan or notes and shall rank *pari passu* in right of payment to the existing Term Loans and with respect to security with the Obligations, Section 2.01(d)(iv) shall apply; (vi) (I) in the case of any such Indebtedness that is *pari passu* Indebtedness with the Obligations, such Indebtedness shall not have a shorter average life than the remaining average life of the existing Term Loans or a maturity date earlier than the Maturity Date applicable to existing Term Loans or (II) in the case of such Indebtedness that is junior secured, unsecured or subordinated, have a

shorter weighted average life than the remaining average life of the existing Term Loans or a maturity prior to the 91<sup>st</sup> day after the Maturity Date; (vii) the terms of any such Indebtedness (other than with respect to pricing, margin and/or fees or as otherwise contemplated herein) shall not be materially more favorable (taken as a whole) to the lenders providing such Indebtedness than such terms provided to the Lenders in this Agreement, taken as a whole, as reasonably determined by the Borrower in good faith unless such terms are otherwise reasonably acceptable to the Administrative Agent or incorporated into this Agreement for the benefit of the Lenders pursuant to an amendment hereof (with no consent of the Lenders being required) or for terms applicable only to periods after the latest final Maturity Date of the Loans existing at the time of the incurrence of such Indebtedness; provided, that the aggregate principal amount at any time outstanding of any such Indebtedness of Non-Credit Parties together with the aggregate principal amount of outstanding Indebtedness of Non-Credit Parties under clauses (p)(ii) and (q) of this Section 10.01 shall not exceed the greater of (i) \$13,000,000 and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period;

(c) unsecured Indebtedness incurred in the ordinary course of business of such Credit Party and its Restricted Subsidiaries in respect of open accounts extended by suppliers on normal trade terms in connection with purchases of equipment which are not overdue for a period of more than 130 days or, if overdue for more than 130 days, as to which a dispute exists and adequate reserves in conformity with GAAP have been established on the books of such Credit Party in an aggregate principal amount not to exceed \$20,000,000 at any one time outstanding;

(d) Indebtedness (i) evidencing the deferred purchase price of newly acquired property or incurred to finance the acquisition of equipment of such Credit Party and its Restricted Subsidiaries (pursuant to purchase money mortgages or otherwise, whether owed to the seller or a third party) or to construct or improve any fixed or capital assets of any Credit Party and its Restricted Subsidiaries (provided, that such Indebtedness is incurred within ninety (90) days of the acquisition or completion of construction or improvement of such property) and (ii) Capitalized Lease Obligations; provided, that the aggregate amount of all Indebtedness outstanding pursuant to this clause (d) shall not at any time exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA, and amendments, restatements, replacements, renewals, extensions and refinancings of any such Indebtedness that do not increase the outstanding principal amount thereof (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing);

(e) Indebtedness: (i) of a Credit Party owing to any other Credit Party (other than Holdings) or of a Credit Party (other than Holdings) to a Restricted Subsidiary that is not a Credit Party, which Indebtedness (A) if owed by a Credit Party to a Credit Party, shall not be forgiven or otherwise discharged except in accordance with Section 10.04(h) and (B) if owed by a Credit Party to a Restricted Subsidiary that is not a Credit Party, shall (1) be subordinated to the Obligations pursuant to the Intercompany Subordination Agreement and (2) not exceed \$2,500,000 in any fiscal year or \$7,500,000 in the aggregate from and after the Closing Date, (ii) existing as of the Closing Date set forth on Schedule 10.05 and amendments, restatements, replacements, renewals, extensions and refinancings of any such Indebtedness that do not increase the outstanding principal amount thereof (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing); and (iii) of a Restricted Subsidiary that is not a Credit Party owing to any Credit Party (other than Holdings), which Indebtedness does not exceed \$2,500,000;



(f) Indebtedness under bid, performance or surety bonds or with respect to workers' compensation claims, in each case, incurred in the ordinary course of business;

(g) Guarantee Obligations in respect of Indebtedness otherwise permitted hereunder, other than Guarantee Obligations provided by a Credit Party for Indebtedness of the type described in clause (o) below, provided that if such obligation is subordinated to the Obligations, such guaranty shall be subordinated to the same extent;

(h) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, directors and employees (or their estates, spouses or former spouses) of any Credit Party or any Subsidiary thereof issued to purchase or redeem Capital Stock of Holdings (or any direct or indirect parent thereof) permitted under Section 10.06;

(i) Indebtedness arising as a result of the endorsement of instruments for deposit in the ordinary course of business;

(j) Indebtedness incurred in the ordinary course of business (A) in connection with cash pooling arrangements, cash management and other similar arrangements consisting of netting agreements and overdraft protections and (B) in connection with the use of purchasing cards or "P-cards";

(k) Indebtedness consisting of the financing of insurance premiums or take or pay obligations, in each case, in the ordinary course of business;

(l) Indebtedness arising from agreements of Holdings, the Borrower or its Restricted Subsidiaries providing for indemnification, contribution, adjustment of purchase price or similar obligations (including, without limitation, Earn-Outs), in each case (i) incurred or assumed in connection with any Permitted Acquisition and (ii) payable solely to the extent that, after giving effect to any such payment, recomputed on a Pro Forma Basis, the Total Net Leverage Ratio as of the last day of the fiscal quarter most recently ended prior to such date, for which financial statements have been (or are required to have been) delivered pursuant to Section 9.01(b) or (c) (as applicable), is equal to or less than the lesser of (x) 4.50:1.00 and (y) the maximum Total Net Leverage Ratio then permitted pursuant to Section 10.13;

(m) Indebtedness consisting of debt owing to a seller incurred in connection with a Permitted Acquisition to the extent that (i) such Indebtedness is subordinated to the Obligations in a manner reasonably satisfactory to the Administrative Agent and (ii) the terms of such Indebtedness do not require the payment of any portion thereof in cash until a date that is no earlier than six months after the latest Maturity Date and any amendments, restatements, replacements, renewals, extensions and refinancings of any such Indebtedness that do not increase the outstanding principal amount thereof (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing); provided that the aggregate principal amount of all Indebtedness outstanding under this clause (m) shall not at any time exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period;

(n) Indebtedness representing any Taxes to the extent (i) such Taxes are being diligently contested in good faith and adequate reserves have been provided therefor and (ii) the payment thereof shall not at any time be required to be made in accordance with Section 9.04;

(o) Indebtedness of a Foreign Subsidiary so long as no Credit Party has guaranteed or is otherwise liable for the payment of such Indebtedness (except to the extent such Credit

Party is permitted to guarantee or is otherwise liable for the payment of such Indebtedness pursuant to clause (r) below);

(p) Indebtedness of:

(i) any Person that becomes a Restricted Subsidiary after the Closing Date in connection with any Permitted Acquisition in an aggregate principal amount at any one time outstanding not to exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA and any refinancing, extensions, renewals or replacements of such Indebtedness to the extent the principal amount of such Indebtedness is not increased (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing), neither the final maturity nor the weighted average life to maturity of such Indebtedness is decreased, such Indebtedness, if subordinated to the Obligations, remains so subordinated on terms no less favorable to the Lenders, and the original obligors in respect of such Indebtedness remain the only obligors thereon; provided, that (A) such Indebtedness exists at the time such Person becomes a Restricted Subsidiary and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary, and (B) immediately before and after giving effect thereto no Default or Event of Default shall have occurred and be continuing; and

(ii) the Borrower or any Restricted Subsidiary incurred in connection with any Permitted Acquisition; provided, that the Total Net Leverage Ratio shall not exceed 4.50:1.00 calculated on a Pro Forma Basis (without “netting” the cash proceeds of any such Indebtedness), as of the last day of the fiscal quarter most recently ended prior to such date, for which financial statements have been (or are required to have been) delivered pursuant to Section 9.01(b) or (c) (as applicable) (without “netting” the cash proceeds of any such Indebtedness) and any refinancing, extensions, renewals or replacements of such Indebtedness to the extent the principal amount of such Indebtedness is not increased (except by accreted value plus an amount equal to accrued but unpaid interest, premiums and fees payable by the terms of such Indebtedness and reasonable fees, expenses, original issue discount and upfront fees incurred in connection with such amendment, restatement, replacement, renewal, extension or refinancing), neither the final maturity nor the weighted average life to maturity of such Indebtedness is decreased, such Indebtedness, if subordinated to the Obligations, remains so subordinated on terms no less favorable to the Lenders, and the original obligors in respect of such Indebtedness remain the only obligors thereon; provided, further, that (A) no Event of Default exists (or would result therefrom) at the time of the incurrence thereof; provided, that, if the proceeds of such Indebtedness are intended to and shall be used to finance a Limited Condition Acquisition, compliance with this clause (A) shall be determined as of the LCA Test Date and no Specified Event of Default shall exist at the time of consummation of such Limited Condition Acquisition, (B) except as provided below, there shall be no borrower or guarantor in respect of any such Indebtedness that is not the Borrower or a Guarantor, (C) if such Indebtedness is secured, such Indebtedness shall be secured on a *pari passu* lien or junior lien basis with the then existing Loans and Commitments and shall not be secured by any assets or property other than the Collateral and if secured or subordinated in right of payment to the Obligations shall be subject to intercreditor arrangements reasonably satisfactory to the Agents, (D) in the case of any such Indebtedness that is secured, if such Indebtedness is in the form of a term loan or notes and shall rank *pari passu* in right of payment to the existing Term Loans and with respect to security with the Obligations, Section 2.01(d)(iv) shall apply; (E) (I) in the case of any such Indebtedness that is *pari passu* Indebtedness with the Obligations, such Indebtedness shall not have a shorter average life than the remaining average life of the existing Term Loans or a maturity date earlier than the Maturity Date applicable to existing Term Loans or (II) in the case of such Indebtedness that is junior secured, unsecured or subordinated, have a shorter weighted average life than the remaining average life of the existing Term Loans or a maturity prior to the 91<sup>st</sup> day after the Maturity Date; (F) the terms of any such Indebtedness (other than with respect to pricing, margin and/or fees or as otherwise contemplated

herein) shall not be materially more favorable (taken as a whole) to the lenders providing such Indebtedness than such terms provided to the Lenders in this Agreement, taken as a whole, as reasonably determined by the Borrower in good faith unless such terms are otherwise reasonably acceptable to the Administrative Agent or incorporated into this Agreement for the benefit of the Lenders pursuant to an amendment hereof (with no consent of the Lenders being required) or for terms applicable only to periods after the latest final Maturity Date of the Loans existing at the time of the incurrence of such Indebtedness; provided, further, that the aggregate principal amount at any time outstanding of any such Indebtedness of Non-Credit Parties together with the aggregate principal amount of outstanding Indebtedness of Non-Credit Parties under clauses (b) and (q) of this Section 10.01 shall not exceed the greater of (i) \$13,000,000 and (ii) 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period;

(q) Indebtedness incurred by non-Credit Parties in an aggregate outstanding principal amount not to exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period;

(r) additional Indebtedness in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period; and

(s) Indebtedness in respect of obligations owed to any Person in connection with workers' compensation, health, disability or other employee benefits or unemployment insurance and other social security laws or regulations and premiums related thereto, in each case, in the ordinary course of business.

Section 10.02 Limitation on Liens. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of any such Person (including its Capital Stock), whether now owned or hereafter acquired, except for the following (collectively, the "*Permitted Liens*"):

(a) Liens securing payment of the Obligations;

(b) Liens identified in Schedule 10.02, including replacements, extensions, modifications or renewals of such Liens on the property subject to such Liens on the Closing Date;

(c) Liens securing Indebtedness of the type permitted under 10.01(d); provided, that (i) such Lien is granted within ninety (90) days after such Indebtedness is incurred, (ii) the Indebtedness secured thereby does not exceed the lesser of the cost and the fair market value of the applicable property, improvements or equipment at the time of such acquisition (or construction) and (iii) such Lien secures only the assets that are the subject of the Indebtedness referred to in such clause;

(d) Liens arising by operation of law in favor of carriers, warehousemen, mechanics, materialmen, repairmen and landlords and other similar Liens, in each case, incurred in the ordinary course of business for amounts not yet overdue or being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been established on its books;

(e) Liens incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance or other forms of governmental insurance or benefits, or to secure performance of tenders, statutory obligations, bids, leases or other similar

obligations (other than for borrowed money) entered into in the ordinary course of business or to secure obligations on surety, appeal or performance bonds;

(f) judgment Liens which do not otherwise result in an Event of Default under Section 11.01(f) that (i) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been established on its books to the extent that such Liens are being diligently protested by appropriate means or (ii) have not been discharged within thirty (30) days after the filing thereof;

(g) easements, encroachments, covenants, equitable servitudes, rights-of-way, land use, zoning restrictions, minor defects or irregularities in title and other similar encumbrances not interfering in any material respect with the value or use of the property to which such Lien is attached;

(h) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent, or that are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been established on its books;

(i) Liens arising in the ordinary course of business by virtue of any contractual, statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies covering deposit or securities accounts (including funds or other assets credited thereto) or other funds maintained with a depository institution or securities intermediary and Liens deemed to exist in connection with investments in repurchase agreements constituting Cash Equivalents;

(j) any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by any such Credit Party or Restricted Subsidiary in the ordinary course of its business and covering only the assets so leased, licensed or subleased; and

(k) licenses, sublicenses, leases or subleases with respect to any asset granted to any Persons in the ordinary course of business; provided, that the same do not materially and adversely affect the business of the Borrower or its Restricted Subsidiaries or materially detract from the value of the assets of the Credit Parties or its Restricted Subsidiaries, taken as a whole, or secure any Indebtedness for borrowed money;

(l) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, utilities, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(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, sales of receivables or consignments entered into by the Credit Parties or their Restricted Subsidiaries in the ordinary course of business;

(o) (i) Liens solely on assets of Foreign Subsidiaries to secure Indebtedness permitted under Section 10.01(o) and (ii) customary Liens granted on the Capital Stock of a Foreign Subsidiary to the stockholders of such Foreign Subsidiary pursuant to the organizational documents of such Foreign Subsidiary;

(p) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods;

(q) Liens 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;

(r) Liens attaching to cash earnest money deposits in connection with any letter of intent or purchase agreement in respect of a Purchase that would reasonably be expected to result in a Permitted Acquisition or permitted Investment hereunder;

(s) Liens arising by virtue of deposits made in the ordinary course of business or on insurance policies and the proceeds thereof to secure liability for premiums to insurance carriers;

(t) Liens consisting of contractual obligations of any Credit Party to consummate a Disposition that is permitted under Section 10.04 to the extent such Liens do not secure monetary obligations of the Credit Parties to applicable purchaser and escrow arrangements with respect to such Dispositions;

(u) Restrictions in joint venture agreements on the applicable joint venture granting Liens on its assets or the equity interests of such joint venture;

(v) Liens on property or assets of a Person (other than any Capital Stock of any Person) existing at the time such assets of such Person are acquired or such Person is merged into or consolidated with the Borrower or any of its Restricted Subsidiaries or becomes a Restricted Subsidiary of the Borrower or any Guarantor; provided, that such Lien is not in the nature of a “blanket” or “all assets” Lien and was not created in contemplation of such acquisition, merger, consolidation or investment, and does not extend to any assets other than those acquired, merged or consolidated by the Credit Parties; provided further that any Indebtedness or other obligations secured by such Liens shall otherwise be permitted under Section 10.01(p)(i);

(w) Liens on cash collateral accounts securing liabilities in respect of credit card facilities or merchant accounts, commodities accounts or brokerage accounts incurred in the ordinary course of business;

(x) Liens on escrow accounts in connection with Permitted Acquisitions or Dispositions otherwise permitted hereunder to the extent such escrow arrangement is also permitted hereunder;

(y) Liens on cash in favor of credit card processors in the ordinary course of business securing potential or actual overcharge obligations;

(z) Restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business or that arise in connection with cash or other deposits permitted under this Section 10.02 and Section 10.05 and limited to such cash or deposit;

(aa) other Liens securing liabilities or Indebtedness permitted under this Agreement in an aggregate principal amount not to exceed the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA as of the most recently ended Test Period, at any time outstanding;

(bb) Liens on cash collateral used to secure any judgment appeal in an amount and pursuant to procedures, in each case customary for such judgment appeal Liens;

(cc) Liens consisting of customary assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens and rights reserved in any lease for rent or for compliance with the terms of such lease; and

(dd) Liens securing Indebtedness permitted pursuant to Section 10.01(b) and Section 10.01(p)(ii).

Section 10.03 Consolidation, Merger, etc. Other than mergers and other actions contemplated by the Transactions on the Closing Date and Permitted Acquisitions, each Credit Party will not, and will not permit any of its Restricted Subsidiaries, to liquidate or dissolve, consolidate with, or merge into or with, any other Person or purchase or otherwise acquire all or substantially all of the assets of any Person (or any division thereof), provided, that (a) any Credit Party, other than Holdings, or any Restricted Subsidiary of any Credit Party may liquidate or dissolve voluntarily into, and may merge with and into, any Credit Party, other than Holdings, so long as, to the extent the Borrower is a party to such merger, the Borrower, as applicable, is the surviving entity, (b) any Guarantor, other than Holdings, may liquidate or dissolve voluntarily into, and may merge with and into any Credit Party (other than Holdings), (c) any Restricted Subsidiary of a Credit Party that is not itself a Credit Party may liquidate or dissolve voluntarily into, and may merge with and into any Restricted Subsidiary that is not itself a Credit Party, (d) the assets or Capital Stock of any Credit Party, other than Holdings, or Subsidiary of any Credit Party may be purchased or otherwise acquired by any Credit Party (other than Holdings), (e) the assets or Capital Stock of any Guarantor, other than Holdings, may be purchased or otherwise acquired by any Credit Party (other than Holdings), (f) the assets or Capital Stock of any Restricted Subsidiary that is not itself a Credit Party may be purchased or otherwise acquired by any Credit Party (other than Holdings) or Restricted Subsidiary of a Credit Party and (g) any Credit Party and its Restricted Subsidiaries may create Wholly-Owned Subsidiaries to the extent the Investment therein or thereto is permitted under Section 10.05 and any Credit Party and its Restricted Subsidiaries may consummate any Investments permitted by Section 10.05.

Section 10.04 Permitted Dispositions. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries, to make a Disposition, or enter into any agreement to make a Disposition not permitted under this Section 10.04 (unless such agreement is conditioned on the repayment in full of the Obligations and termination of this Agreement or receipt of consent by the applicable Lenders), of such Credit Party's or such other Person's assets (including Accounts Receivable and Capital Stock of Restricted Subsidiaries) to any Person in one transaction or a series of transactions unless such Disposition:

(a) is in the ordinary course of its business and is of obsolete or worn out property or property no longer used or useful in its business; or

(b) is for fair market value and the following conditions are met:

(i) (A) the aggregate fair market value of all such asset sales do not exceed an amount equal to the greater of (x) \$5,000,000 and (y) 10% of Consolidated Adjusted EBITDA for the most recently ended Test Period in any fiscal year or (B) such Disposition is a Disposition of Investments or other assets previously acquired pursuant to a Permitted Acquisition, so long as, on a Pro Forma Basis determined as of the last day of the most recently ended fiscal quarter for which financial

statements have been (or were required to have been) delivered pursuant to Section 9.01, the Total Net Leverage Ratio shall not exceed 4.50:1.00;

(ii) immediately prior to and immediately after giving effect to such Disposition, no Event of Default shall have occurred and be continuing or would immediately thereafter result therefrom;

(iii) to the extent required by Section 5.02(a)(iii), the Borrower has applied any Net Disposition Proceeds arising therefrom pursuant to Section 5.02(a)(iii); and

(iv) to the extent consideration for such Disposition exceeds \$2,500,000 no less than seventy-five percent (75%) of the consideration received for such Disposition is received in cash;

(c) is a sale of inventory or moveable medical equipment in the ordinary course of business;

(d) is the leasing, as lessor, of real or personal property no longer used or useful in such Person's business and otherwise in the ordinary course of business;

(e) is a sale or disposition of equipment to the extent that such equipment is exchanged for credit against the purchase price of similar replacement equipment, or the proceeds of such Dispositions are reasonably promptly applied to the purchase price of similar replacement equipment, all in the ordinary course of business in accordance with Section 5.02(a)(iii);

(f) is otherwise permitted by Section 10.03, 10.05 or 10.06;

(g) is by (i) any Credit Party (other than Holdings) or Restricted Subsidiary thereof to any other Credit Party or Restricted Subsidiary, other than Holdings; provided that the aggregate amount of assets that may be sold or otherwise disposed of by any Credit Party to any Restricted Subsidiary that is not a Credit Party (x) shall be for fair market value and (y) shall not exceed \$2,500,000 in any fiscal year or \$7,500,000 in the aggregate from and after the Closing Date, (ii) any Guarantor (other than Holdings) to any Credit Party, other than Holdings, (iii) any Restricted Subsidiary of a Credit Party (other than the Borrower) to any Credit Party, other than Holdings, or (iv) any Restricted Subsidiary that itself is not a Credit Party to any other Restricted Subsidiary that itself is not a Credit Party;

(h) cancellations of any intercompany Indebtedness among the Credit Parties;

(i) is (1) the licensing of Intellectual Property to third Persons in the ordinary course of business, (2) the transfer, abandonment, or other disposition of Intellectual Property that is, in the applicable Credit Party's reasonable business judgment, no longer economically practicable or commercially desirable to maintain, or used or useful in its business, in each case, in the ordinary course of business, or (3) the expiration of Intellectual Property in accordance with its statutory term;

(j) the sale, lease, sub-lease, license, sub-license or consignment of personal property of the Credit Parties or their 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;

(k) 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 Accounts Receivable acquired with a Permitted Acquisition, consistent with prudent business practice;

(l) use or exchange of cash and Cash Equivalents in the ordinary course of business;

(m) to the extent required by Applicable Law, the sale or other disposition of a nominal amount of Capital Stock in any Restricted Subsidiary in order to qualify members of the board of directors or equivalent governing body of such Restricted Subsidiary;

(n) 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 or property, in each case, to the extent required by Section 5.02(a)(iv), the Borrower has applied any Net Casualty Proceeds arising therefrom pursuant to Section 5.02(a)(iv);

(o) [reserved];

(p) unwinding of Hedging Agreements or cash management agreements in the ordinary course of business;

(q) any grant of an option to purchase, lease or acquire property in the ordinary course of business, so long as such Disposition resulting from the exercise of such option would otherwise be permitted under this Section 10.04;

(r) the surrender or waiver of contractual rights or the settlement, release or surrender of contract, tort or other litigation claims in the ordinary course of business;

(s) the granting, creation or existence of a Permitted Lien, and any dispositions of assets pursuant to an exercise of remedies, including by way of foreclosure, against the underlying assets subject to such Permitted Liens;

(t) dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between joint venturers or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements; and

(u) the sale or issuance of any Restricted Subsidiary's Capital Stock to Borrower or a Credit Party or any Restricted Subsidiary that is the direct parent of such Restricted Subsidiary.

Section 10.05 Investments. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to, purchase, make, incur, assume or permit to exist any Investment in any other Person, except:

(a) (i) Investments in Subsidiaries existing on the Closing Date and (ii) other Investments identified in Schedule 10.05;

(b) Investments in cash and Cash Equivalents;

(c) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;



(d) Investments (x) by way of contributions to capital or purchases of Capital Stock by any Credit Party in any of its Restricted Subsidiaries that are Credit Parties or (y) by way of contributions to capital or purchases of Capital Stock by any Restricted Subsidiary that is not a Credit Party in any of its Restricted Subsidiaries that are not Credit Parties;

(e) Investments constituting (i) Accounts Receivable arising, (ii) trade debt granted, or (iii) deposits made in connection with the purchase price of goods or services, in each case in the ordinary course of business;

(f) Investments consisting of any non-cash consideration or deferred portion of the sales price received by any Credit Party (other than Holdings), in each case, in connection with any Disposition permitted under Section 10.04;

(g) intercompany loans permitted pursuant to Section 10.01(e);

(h) Hedging Agreements permitted under Section 10.11;

(i) the maintenance of deposit accounts in the ordinary course of business so long as the applicable provisions of Section 9.15 have been complied with in respect of such deposit accounts;

(j) (i) loans and advances to officers, directors and employees of any Credit Party for reasonable and customary business purposes or made in the ordinary course of business, including for travel expenses, entertainment expenses, moving expenses and similar expenses, in an aggregate principal amount at any time not to exceed the greater of (x) \$5,000,000 and (y) 10% of Consolidated Adjusted EBITDA and (ii) investments consisting of non-cash loans made by a Credit Party or any of its Restricted Subsidiaries to its officers, directors and employees which are used by such Persons to purchase simultaneously the Capital Stock of Holdings (or its direct or indirect parent company);

(k) Permitted Acquisitions; provided that the aggregate Total Consideration for Permitted Acquisitions in any Fiscal Year shall not exceed an amount equal to (i) \$40,000,000 plus (ii) the Available Amounts Basket;

(l) Investments resulting from the reinvestment of Net Disposition Proceeds or Net Casualty Proceeds as permitted hereunder;

(m) Guarantee Obligations permitted under Section 10.01;

(n) loans and advances by a Credit Party to Holdings (on terms reasonably acceptable to the Administrative Agent), in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Restricted Payments in respect thereof), Restricted Payments to the extent permitted to be made in accordance with Section 10.06;

(o) prepaid expenses or lease, utility, deposits with respect to operating leases and other similar deposits, in each case made in the ordinary course of business;

(p) promissory notes or other obligations of officers or other employees of such Credit Party or Subsidiary acquired in the ordinary course of business in connection with such officer's or employee's acquisition of Capital Stock in Holdings (or a direct or indirect parent entity thereof) (to the extent such acquisition is permitted under this Agreement), so long as no cash is advanced by the Credit Parties or Subsidiaries in connection with such Investment;

(q) pledges and deposits permitted under Section 10.02 and endorsements for collection or deposit in the ordinary course of business to the extent permitted under Section 10.01;

(r) Investments in Foreign Subsidiaries, joint ventures and minority investments not exceeding at any time outstanding the sum of (i) the greater of (x) \$5,000,000 and (y) 10% of Consolidated Adjusted EBITDA as of the most recently ended Test Period *plus* (ii) the Available Amounts Basket then in effect at such time that is specifically committed and used to finance such Investments; provided that solely with Investments made pursuant to this clause (r) with the Available Amounts Basket, such Investments shall be permitted so long as (x) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, no Specified Event of Default then exists or would immediately result therefrom and (y) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, immediately after giving effect to the application of the Available Amounts Basket to make such Investment the Total Net Leverage Ratio of Holdings and its Restricted Subsidiaries shall not exceed 3.40:1.00 for the most recently ended Test Period if such Test Period ends on or before June 30, 2022 or 4.50:1.00 if such Test Period ends after June 30, 2022;

(s) mergers, consolidations and other transactions permitted under Section 10.03;

(t) Investments of any Person that becomes a Restricted Subsidiary after the Closing Date at the time such Person becomes a Restricted Subsidiary; provided, that (i) such Investments are not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, (ii) such Investment exists at the time such Person is acquired, (iii) such Investments are not directly or indirectly recourse to any Credit Party or their assets, other than the person that becomes a Restricted Subsidiary and (iv) such Investments do not require any further transfers of cash or assets by such Person;

(u) additional Investments by the Credit Parties and their Restricted Subsidiaries so long as the aggregate amount of such Investments (net of any returns on such Investment) does not exceed at any time outstanding (i) the greater of (x) \$25,000,000 and (y) 50% of Consolidated Adjusted EBITDA as of the most recently ended Test Period plus (ii) the Available Amounts Basket then in effect at such time that is specifically committed and used to finance such Investments; provided, that solely with respect to Investments made pursuant to this clause (u) with the Available Amounts Basket, such Investments shall be permitted so long as (x) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, no Specified Event of Default then exists or would immediately result therefrom and (y) other than with respect to use of the Available Amounts Baskets with amounts funded in reliance on clause (a)(iii) of the definition thereof, immediately after giving effect to the application of the Available Amounts Basket to make such Investment the Total Net Leverage Ratio of Holdings and its Restricted Subsidiaries shall not exceed 3.40:1.00 for the most recently ended Test Period if such Test Period ends on or before June 30, 2022 or 4.50:1.00 if such Test Period ends after June 30, 2022;

(v) (i) the organization or establishment or (ii) the initial capitalization for the purposes of a Permitted Acquisition or other permitted Investment hereunder, of one or more Subsidiaries;

(w) [reserved];

(x) repurchase, retirement or repayment of any Indebtedness to the extent not otherwise prohibited by this Agreement, including, without limitation, acquisitions of Term Loans pursuant to Section 13.06; and

(y) Investments acquired in connection with the settlement of delinquent accounts, disputes in the ordinary course of business or in connection with the bankruptcy, insolvency proceedings or reorganization of, or settlement of disputes with, as the case may be, suppliers, trade creditors, account debtors or customers, or upon the foreclosure, deed in lieu of foreclosure, or enforcement of any Lien in favor of a Credit Party or its Restricted Subsidiaries (including any Capital Stock or other securities held by the Credit Parties or their Restricted Subsidiaries which are acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Credit Party or its Restricted Subsidiaries or as security for such Indebtedness or claims, in each case, in the ordinary course of business).

Section 10.06 Restricted Payments, etc. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries, to make any Restricted Payment, or make any deposit for any Restricted Payment, other than, in each case to the extent that such payment is not made using proceeds of equity received as a Cure Amount:

(a) cash payments to Holdings (and Holdings may pay to any direct or indirect parent company) to be used (i) for customary director indemnification payments to the directors of such Person, (ii) for reasonable and customary fees to outside directors of such Person and for customary director and officers insurance premiums owed by such Person in an amount not to exceed \$750,000 in any fiscal year, (iii) for financial, other reporting and similar customary administrative or overhead costs and expenses of such Person, (iv) for obligations incurred in ordinary course of business to the extent relating to activities permitted under the Credit Agreement and (v) to permit Holdings (or any other direct or indirect parent company) to pay (i) for any taxable year ending after the Closing Date for which the Borrower files a consolidated, combined, unitary or similar tax return with a tax group of which Holdings (or any direct or indirect parent company of Holdings) is the common parent, consolidated, combined, unitary or similar U.S. federal and/or applicable state and local income taxes of such tax group then due and payable pursuant to those returns that are attributable to the taxable income of the Borrower and its relevant Subsidiaries, provided that the aggregate amount of such distributions in respect of such taxable year shall not be greater than the aggregate amount of such taxes that would have been due and payable by the Borrower and/or its relevant Subsidiaries had the Borrower and/or its relevant Subsidiaries been a stand-alone corporate taxpayer, or filed a stand-alone consolidated, combined, unitary or similar tax return with Borrower as the consolidated parent, for all relevant taxable periods, provided, further, that any such amounts attributable to an Unrestricted Subsidiary shall be limited to the amount of any cash paid by such Unrestricted Subsidiary for such purpose to any Credit Party;

(b) payments by any Restricted Subsidiary of any Credit Party to its direct parent (other than Holdings) so long as such parent is (i) a direct or indirect Wholly-Owned Subsidiary of Borrower or (ii) the Borrower;

(c) Restricted Payments by any Credit Party or any of its Restricted Subsidiaries to pay dividends with respect to its Capital Stock payable solely in additional shares of its Capital Stock (other than Disqualified Capital Stock);

(d) Restricted Payments to repurchase, redeem or otherwise acquire or retire for value any Capital Stock of Holdings (or any direct or indirect parent entity thereof) held by any employee, director, consultant or officer of any Credit Party or Restricted Subsidiary of any Credit Party pursuant to any employee equity subscription agreement, stock option agreement or stock ownership arrangement or otherwise upon the death, disability, retirement or termination of employment of such employee, director, consultant or officer to the extent (i) not exceeding the greater of (x) \$13,000,000 and (y) 25% of Consolidated Adjusted EBITDA as of the most recently ended Test Period in the aggregate during the term of this Agreement and (ii) both before and after giving effect to any such payment, no Default or Event of Default exists or would immediately thereafter occur as a result thereof;

(e) if the Sponsor and/or its Controlled Affiliates shall have made a direct or indirect cash equity contribution to the Borrower to fund any Investment permitted hereunder and such Investment is not made within ten (10) Business Days after receipt of such cash equity contributions, the Borrower may directly or indirectly return such equity contributions to such Persons, either directly or indirectly, by distribution to Holdings for redistribution to any direct or indirect parent company to effect such return of contributions so long as such return is completed within eleven (11) Business Days after receipt of such equity contributions;

(f) payments of Indebtedness of the type described in Section 10.01(l) to the extent made in conformity with the terms of Section 10.01(l);

(g) Restricted Payments on the Closing Date to effectuate the Transactions;

(h) Restricted Payments utilizing the Available Amounts Basket; provided that the Available Amounts Basket shall only be available so long as (i) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, no Specified Event of Default then exists or would immediately result therefrom; and (ii) other than with respect to use of the Available Amounts Baskets with amounts funded in reliance on clause (a)(iii) of the definition thereof, on a Pro Forma Basis, the Total Net Leverage Ratio of Holdings and its Restricted Subsidiaries shall not exceed 2.90:1.00 for the most recently ended Test Period if such Test Period ends on or before December 31, 2022 or 4.00:1.00 if such Test Period ends after December 31, 2022;

(i) to the extent constituting Restricted Payments, payments of Indebtedness permitted pursuant to Section 10.15; and

(j) other Restricted Payments in an aggregate amount not to exceed \$13,000,000, so long as no Event of Default shall have occurred and be continuing or would immediately result therefrom.

Section 10.07 Modification of Certain Agreements. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to, consent to any amendment, supplement, waiver or other modification of, or enter into any forbearance from exercising any rights with respect to the terms or provisions contained in any (a) of the Transaction Documents, the Management Services Agreement or Organization Documents, in each case, other than any amendment, supplement, waiver or modification or forbearance that could not reasonably be expected to be materially adverse to the interests of the Secured Parties (except with the consent of the Required Lenders) or if required by law; provided, however, that no amendment or modification increasing the amount of management fees payable under the Management Services Agreement may be made without the consent of the Required Lenders or (b) any document, agreement or instrument evidencing or governing any Indebtedness that has been subordinated to the Obligations in right of payment or any Liens that have been subordinated in priority to the Liens of Agent, unless such amendment, supplement, waiver or other modification is permitted under the terms of the subordination agreement applicable thereto.

Section 10.08 Sale and Leaseback. Other than as permitted under Section 10.01(d) and Section 10.04, each Credit Party will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to enter into any agreement or arrangement providing for the sale or transfer by it of any property (now owned or hereafter acquired) to a Person and the subsequent lease or rental of such property or other similar property from such Person.

Section 10.09 Transactions with Affiliates. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries, to enter into or cause or permit to exist any arrangement, transaction or contract (including for the purchase, lease or exchange of property or the rendering of services) with any Affiliate except (it being understood and agreed that the provisions of this Section 10.09 do not supersede the other provisions of this Agreement) (a) on fair and reasonable terms no less favorable to such Credit Party or such Restricted Subsidiary than it could obtain in an arm's-length transaction with a Person that is not an Affiliate, (b) any transaction expressly permitted under this Agreement and the other Credit Documents, (c) customary fees to, and indemnifications of, non-officer directors (other than employees of Sponsor or its Affiliates which are not Credit Parties) of the Credit Parties and their respective Restricted Subsidiaries, (d)(i) the payment of compensation and indemnification arrangements and benefit plans for officers and employees of the Credit Parties and their respective Restricted Subsidiaries in the ordinary course of business; provided, that, all such amounts payable to officers and employees that are also officers and employees of Sponsor or its Controlled Affiliates shall be reasonable and (ii) severance agreements or payment of severance to applicable employees, directors and officers either approved by the Credit Parties' governing bodies or otherwise entered into or made in the ordinary course of business, (e) transactions under the Credit Documents with Sponsor Permitted Assignees or Independent Debt Fund Affiliates that become Lenders, (f) transactions solely among Credit Parties (other than Holdings), (g) transactions necessary to exercise the Cure Right, (h) transactions solely among Restricted Subsidiaries that are not Credit Parties, (i) transactions contemplated by the Management Services Agreement, including Permitted Management Payments, subject to the limitations set forth therein, (j) transactions identified on Schedule 10.09 and (k) licensing of Intellectual Property in the ordinary course of business.

Section 10.10 Restrictive Agreements, etc. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries, to enter into any agreement (other than a Credit Document) prohibiting or restricting:

(a) the creation or assumption of any Lien upon its properties, revenues or assets, whether now owned or hereafter acquired in favor of the Collateral Agent;

(b) the ability of such Person to amend or otherwise modify any Credit Document; or

(c) the ability of such Person to make any payments, directly or indirectly, to the Borrower, including by way of dividends, advances, repayments of loans, reimbursements of management and other intercompany charges, expenses and accruals or other returns on investments.

The foregoing prohibitions shall not apply to customary restrictions of the type described in clause (a) above (which do not prohibit the Credit Parties from complying with or performing the terms of this Agreement and the other Credit Documents) which are contained in any agreement, (i) (A) governing any Indebtedness permitted by Section 10.01(d) as to the transfer of assets financed with the proceeds of such Indebtedness or (B) governing any Indebtedness permitted by Section 10.01(a) and (r), (ii) for the creation or assumption of any Lien on the sublet or assignment of any leasehold interest of any Credit Party or any of their respective Restricted Subsidiaries entered into in the ordinary course of business, (iii) for the assignment of any contract entered into by any Credit Party or any of their respective Restricted Subsidiaries in the ordinary course of business, (iv) for the transfer of any asset pending the close of the sale of such asset pursuant to a Disposition permitted under this Agreement, (v) customary restrictions in leases, subleases, licenses and sublicenses, (vi) with respect to Investments in joint ventures not constituting Subsidiaries, customary provisions restricting the pledge or transfer of Capital Stock issued by such joint ventures set

forth in the applicable joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder and applicable solely to such joint venture, (vi) applicable requirements of law, (vii) any agreement in effect at the time such Subsidiary becomes a Restricted Subsidiary, so long as such agreement was not entered into in connection with or in contemplation of such person become a Restricted Subsidiary and which encumbrance or restriction is not applicable to any person, or the properties or assets of any person, other than the person or the properties or assets of such Subsidiary, (viii) customary provisions in partnership agreements, limited liability company organizational governance documents, asset sale and stock sale agreements and other similar agreements entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company, or similar person, and (ix) restrictions on cash or other deposits or net worth imposed by suppliers or landlords under contracts entered into in the ordinary course of business; provided, that the foregoing shall not apply to contracts which impose limitations on any Foreign Subsidiary by the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder if such limitations apply only to the assets or property of such Foreign Subsidiary.

Section 10.11 Hedging Agreements. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to, enter into any Hedging Agreement, except (a) Specified Hedging Agreements entered into to hedge or mitigate risks to which such Credit Party or such Restricted Subsidiary has actual exposure (other than those in respect of Capital Stock), (b) Specified Hedging Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of such Credit Party or such Restricted Subsidiary and (c) other Hedging Agreements entered into in the ordinary course of business and not for speculative purposes.

Section 10.12 Changes in Business. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to engage in any material line of business substantially different from (a) those lines of business conducted by the Borrower and its Restricted Subsidiaries on the Closing Date, or (b) any business reasonably related, ancillary, complementary, or incidental thereto and reasonable extensions thereof. Without limiting the foregoing, Holdings shall not engage in any business or other activities other than those (a) incidental to (i) ownership of Qualified Capital Stock in the Borrower or making capital contributions to the Borrower, (ii) the maintenance of its corporate existence and performance under the Related Agreements and any other ancillary or related agreements or under any employment agreements and any documents related thereto, (iii) any public offering of its Capital Stock or any other issuance of its Capital Stock not prohibited by Article X, (v) the appointment of directors and officers and the compensation thereof in accordance with the terms of this Agreement, (vi) using the proceeds of Restricted Payments permitted by Section 10.06 as contemplated by Section 10.06 (including, without limitation, making Restricted Payments to the extent permitted by Section 10.06), (vii) purchasing Obligations in accordance with this Agreement and (viii) , participating in tax, accounting and other administrative activities as a member of the consolidated group of companies including the Credit Parties, or (b) transactions expressly described herein as involving Holdings and permitted under this Agreement or permitted by the immediately following proviso; provided that Holdings shall not incur any Indebtedness (other than guarantees of Indebtedness of Borrower and its Restricted Subsidiaries permitted hereunder and for the avoidance of doubt, notwithstanding anything contained herein to the contrary, Holdings shall be permitted to enter into guarantees to guaranty the obligations of the Borrower and any of its Restricted Subsidiaries under real estate leases), make any Investment or own any Capital Stock in any Person (other than Capital Stock in the Borrower and Investments permitted to be made by Holdings hereunder), or grant any Lien (other than Liens securing the Obligations pursuant to the Credit Documents

(including any Loans under any Incremental Facilities), and Liens secured by Credit Agreement Refinancing Indebtedness of any of the foregoing, to the extent permitted hereunder).

Section 10.13 Financial Performance Covenant. The Credit Parties will not permit the Total Net Leverage Ratio, as of the last day of each Test Period set forth below, to be greater than the ratio set forth below opposite such measurement date:

| Test Period                                       | Maximum Total Net Leverage Ratio |
|---------------------------------------------------|----------------------------------|
| March 31, 2021                                    | 8.00 to 1.00                     |
| June 30, 2021                                     | 8.00 to 1.00                     |
| September 30, 2021                                | 8.00 to 1.00                     |
| December 31, 2021                                 | 8.00 to 1.00                     |
| March 31, 2022                                    | 8.00 to 1.00                     |
| June 30, 2022                                     | 8.00 to 1.00                     |
| September 30, 2022                                | 8.00 to 1.00                     |
| December 31, 2022                                 | 8.00 to 1.00                     |
| March 31, 2023                                    | 7.50 to 1.00                     |
| June 30, 2023                                     | 7.50 to 1.00                     |
| September 30, 2023                                | 7.50 to 1.00                     |
| December 31, 2023                                 | 7.50 to 1.00                     |
| March 31, 2024                                    | 7.00 to 1.00                     |
| June 30, 2024                                     | 7.00 to 1.00                     |
| September 30, 2024                                | 7.00 to 1.00                     |
| December 31, 2024                                 | 7.00 to 1.00                     |
| March 31, 2024 and each fiscal quarter thereafter | 6.00 to 1.00                     |

Section 10.14 [Reserved].

Section 10.15 Payments of Junior Indebtedness. Each Credit Party will not, and will not permit any of its Restricted Subsidiaries to make any payment or prepayment of principal or interest or any other amount of all or any portion of any Junior Indebtedness other than (i) by utilizing the Available Amounts Basket; provided in each case, that such payment

or prepayment may only be made so long as (A) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, no Specified Event of Default then exists or would immediately result therefrom and (B) other than with respect to use of the Available Amounts Basket with amounts funded in reliance on clause (a)(iii) of the definition thereof, on a Pro Forma Basis, the Total Net Leverage Ratio of Holdings and its Restricted Subsidiaries shall not exceed 2.90:1.00 for the most recently ended Test Period if such Test Period ends on or before June 30, 2022 or 4.00:1.00 if such Test Period ends after June 30, 2022; (ii) refinancings, replacements, substitutions, exchanges and renewals of any such Indebtedness to the extent such refinancing, replacement, exchange or renewed Indebtedness is permitted by Section 10.01 and the terms of any subordination or intercreditor agreement governing such Indebtedness and any fees and expenses in connection therewith; (iii) by making payments of intercompany Indebtedness permitted under Section 10.01; (iv) to make AHYDO Catch-Up Payments subject in the case of any Subordination Indebtedness to the extent permitted by the subordination provisions of such Subordinated Indebtedness; (v) regular scheduled payments of interest and payments of fees expenses and indemnification obligations in each case to the extent permitted by the applicable subordination provisions of such Junior Indebtedness; (vi) the exchange of Junior Indebtedness for common equity (or other Qualified Capital Stock) of Holdings (or any direct or indirect parent of Holdings; (vii) the refinancing of Junior Indebtedness with the proceeds of other Junior Indebtedness incurred in compliance with the terms of this Agreement and the applicable subordination provisions of such Junior Indebtedness; and (viii) other payments or prepayments of Junior Indebtedness in an aggregate amount not to exceed \$5,000,000, so long as no Event of Default shall have occurred and be continuing or would immediately result therefrom.

Section 10.16 Designation of Unrestricted Subsidiaries. Borrower shall not designate any currently existing or hereafter acquired or formed Subsidiary as an Unrestricted Subsidiary or re-designate any Unrestricted Subsidiary as a Restricted Subsidiary unless each of the following conditions (as applicable) is satisfied: (i) (A) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing or would result therefrom, (B) in the case of a designation of an Unrestricted Subsidiary, immediately before and after giving effect to such designation, (x) Consolidated Adjusted EBITDA of such Unrestricted Subsidiary shall not represent more than 10%, in the aggregate with all other Unrestricted Subsidiaries, of Holdings and its Subsidiaries taken as a whole for the most recently ended Test Period and (y) the Consolidated Total Assets of such Unrestricted Subsidiary shall not represent more than 10% in the aggregate with all other Unrestricted Subsidiaries, of Holdings and its Subsidiaries taken as a whole as of the last day of the most recently ended Test Period, (C) immediately after giving effect to such designation, the Borrower shall be in compliance with the Financial Performance Covenant for the most recently ended Test Period and (E) Borrower has delivered to the Administrative Agent (x) written notice of such designation and (y) a certificate, dated the effective date of such designation, of an Authorized Officer, certifying compliance with the foregoing clauses (i)(A) through (C). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence or making, as applicable, at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time, and the fair market value of any such Subsidiary at the time it is designated as an Unrestricted Subsidiary shall be treated as an Investment by the Borrower at such time in such Unrestricted Subsidiary in an amount equal to the fair market value of the interest of the Borrower in such Unrestricted Subsidiary. The Borrower may designate any such Subsidiary of the Borrower to be an Unrestricted Subsidiary unless such Restricted Subsidiary or any of its Subsidiaries owns any Stock or Indebtedness of, or owns or holds any Lien on any property of, any Credit Party or any Restricted Subsidiary of any Credit Party (other than any Subsidiary of the Subsidiary to be so



designated). Notwithstanding the foregoing, (x) no Unrestricted Subsidiary or Subsidiary proposed to be designated as an Unrestricted Subsidiary shall own or hold exclusive rights in any Intellectual Property that is material to the business of the Borrower and its Subsidiaries taken as a whole (“**Material IP**”) and no Unrestricted Subsidiaries shall be permitted to own or hold exclusive rights in Material IP at any time, (y) an Unrestricted Subsidiary that has subsequently been designated as a Restricted Subsidiary may not thereafter be re-designated as an Unrestricted Subsidiary (without the consent of the Administrative Agent) and (x) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a “restricted subsidiary” under any other Indebtedness of Holdings, the Borrower or any Restricted Subsidiary. On the Closing Date, each of the Borrower’s Subsidiaries shall be a Restricted Subsidiary.

Section 10.17 OFAC; Patriot Act. No Credit Party shall, and no Credit Party shall permit any of its Subsidiaries to, fail to comply with the laws, regulations and executive orders referred to in Section 8.28 and Section 8.29 hereof.

Section 10.18 Use of Proceeds. No Credit Party shall, and no Credit Party shall suffer or permit any of its Restricted Subsidiaries to, use any portion of the Loan proceeds, directly or indirectly, to purchase or carry margin stock or repay or otherwise refinance Indebtedness of any Credit Party or others incurred to purchase or carry margin stock, or otherwise in any manner which is in contravention of Regulations U or X of the Federal Reserve Board or in violation of this Agreement.

## ARTICLE XI

### Events of Default

Section 11.01 Listing of Events of Default. The occurrence and continuance of each of the following events or occurrences described in this Section 11.01 shall constitute an “**Event of Default**”:

(a) Non-Payment of Obligations. The Borrower shall default in the payment of:

(i) any principal of any Loan or any Unpaid Drawing (other than failure to pay an Unpaid Drawing that is subsequently financed by a Revolving Credit Loan in accordance with Section 3.04, or any deposit of cash for collateral purposes pursuant to Section 3.04), in each case when such amount is due; or

(ii) any interest on any Loan or any Unpaid Drawing, and, in either case, such default shall continue unremedied for a period of three (3) Business Days after such amount is due; or

(iii) any fee described in Article IV or any other monetary Obligation (other than Obligations under Specified Hedging Agreements), and such default shall continue unremedied for a period of three (3) Business Days after such amount is due.

(b) Breach of Warranty. Any representation or warranty of any Credit Party made or deemed to be made in any Credit Document (including any certificates delivered pursuant to Article VI) which, by its terms, is subject to a materiality qualifier, is or shall be incorrect in any respect when made or deemed to have been made or any other representation or warranty of any Credit Party made or deemed to be made in any Credit Document (including any certificates delivered pursuant to Article VI) is or shall be incorrect in any material respect when made or deemed to have been made.

(c) Non-Performance of Certain Covenants and Obligations. Any Credit Party shall default in the due performance or observance of any of its obligations under Section 9.01(f)(i), Section 9.05(a), Section 9.05(b) (solely with respect to such Credit Party's maintenance of good standing in its jurisdiction of organization), 9.14, 9.17, or (subject, in the case of a default under Section 10.13, to the provisions of Section 11.03 and after giving effect to the time periods set forth therein) Article X.

(d) Non-Performance of Other Covenants and Obligations. (i) Any Credit Party shall default in the due performance or observance of its obligations under any covenant applicable to it under the Security Pledge Agreement and such default shall continue unremedied for a period of thirty (30) days after any Credit Party shall have firsthand knowledge thereof or (ii) any Credit Party shall default in the due performance and observance of any obligation contained in any Credit Document executed by it (other than as specified in Sections 11.01(a), 11.01(b) or 11.01(c)), and such default shall continue unremedied for a period of thirty (30) days (or in the case of Section 9.01(a), (b), (c), (d) and (f)(ii)(A), fifteen (15) days) after written notice thereof is given to any Credit Party by the Administrative Agent.

(e) Default on Other Indebtedness. (i) a default shall occur in the payment of any amount when due (subject to any applicable grace or cure period), whether by acceleration or otherwise, of any principal or stated amount of, or interest or fees on, any Indebtedness (other than the Obligations and Hedging Agreements) of any Credit Party or Restricted Subsidiary of any Credit Party having a principal or stated amount, individually or in the aggregate, in excess of \$13,000,000, or a default shall occur in the performance or observation of any obligation or condition with respect to any such Indebtedness if the effect of such default is to accelerate the maturity of such Indebtedness or to permit the holders of such Indebtedness, or any trustee or agent for such holders, to cause or declare such Indebtedness to become immediately due and payable, (ii) a default shall occur (after expiration of any available grace or cure periods) in the performance or observance of any obligation or condition with respect to any Indebtedness of a Credit Party or a Restricted Subsidiary which has been subordinated (whether as to payment or Lien priority) to the Obligations or Agent's Liens having a principal or stated amount, individually or in the aggregate, in excess of \$13,000,000, or any such Indebtedness shall be required to be prepaid, redeemed, purchased or defeased, or require an offer to purchase or defease such Indebtedness to be made, prior to its expressed maturity, (iii) any Indebtedness of any Credit Party or Restricted Subsidiary of any Credit Party having a principal or stated amount, individually or in the aggregate, in excess of \$13,000,000 (other than the Obligations and Hedging Agreements or in connection with a Disposition permitted hereunder) shall otherwise be required to be prepaid, redeemed, purchased or defeased, or require an offer to purchase or defease such Indebtedness to be made, prior to its expressed maturity, or (iv) there occurs under any Hedging Agreement an "early termination date" or similarly defined event (as defined in such Hedging Agreement) resulting from (A) any event of default under such Hedging Agreement as to which the Borrower or any of its Restricted Subsidiaries is the "defaulting party" or similarly defined person (as defined in the Hedging Agreement) or (B) any "termination event" or similarly defined event (as defined in the Hedging Agreement) under such Hedging Agreement as to which the Borrower or any of its Restricted Subsidiaries is an "affected party" or similarly defined person (as defined in the Hedging Agreement) and, in either event, the Swap Termination Value owed by the Credit Parties or such Restricted Subsidiary as a result thereof is greater than \$18,500,000.

(f) Judgments. Any judgment or order for the payment of money individually or in the aggregate in excess of \$13,000,000 (exclusive of any amounts fully covered by insurance (less any applicable deductible) and as to which the insurer has been notified of the potential claim and does not dispute coverage) shall be rendered against any Credit Party or any of their respective Restricted Subsidiaries and such judgment shall not have been vacated or discharged or stayed or bonded pending appeal within thirty (30) days after the entry thereof or enforcement proceedings shall have been commenced by any creditor upon such judgment or order.

(g) ERISA Event. An ERISA Event shall have occurred with respect to a Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(h) Bankruptcy, Insolvency, etc. Any Credit Party or any of their respective Restricted Subsidiaries (other than an Immaterial Subsidiary) shall:

(i) generally fail to pay, or admit in writing its inability or unwillingness generally to pay, its debts as they become due;

(ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for any substantial part of the assets or other property of any such Person, or make a general assignment for the benefit of creditors;

(iii) in the absence of such application, consent or acquiesce to or permit or suffer to exist, the appointment of a trustee, receiver, sequestrator or other custodian for a substantial part of the property of any thereof, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days; provided, that each Credit Party hereby expressly authorizes each Secured Party to appear in any court conducting any relevant proceeding during such 60-day period to preserve, protect and defend their rights under the Credit Documents;

(iv) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution, winding up or liquidation proceeding, in respect thereof, and, if any such case or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person, or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; provided, that each Credit Party hereby expressly authorizes each Secured Party to appear in any court conducting any such case or proceeding during such 60-day period to preserve, protect and defend their rights under the Credit Documents; or

(v) take any action authorizing any of the foregoing.

(i) Impairment of Security, etc. Any Credit Document, any Lien granted thereunder or the subordination provisions therein shall (except in accordance with its terms or as a result of acts or a failure to act by any Agent where the Credit Parties are, if requested by an Agent, cooperating with the Agents in remediating such event), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of any Credit Party party thereto, or any Credit Party or any other Affiliate of a Credit Party shall, directly or indirectly, contest or limit in any manner such effectiveness, validity, binding nature or enforceability (other than as a result of the discharge of such Credit Party in accordance with the terms of the Credit Documents); or, except as permitted under any Credit Document or as a result of acts or a failure to act by any Agent where the Credit Parties are, if requested by an Agent, cooperating with the Agents in remediating such event, any Lien securing any Obligation shall, in whole or in part, cease to be a perfected Lien.

(j) Change of Control. Any Change of Control shall occur.

Section 11.02 Remedies Upon Event of Default. If (a) any Event of Default (other than an Event of Default pursuant to clause (h) of this Article) shall occur for any reason, whether voluntary or involuntary, and be continuing, the Administrative Agent may, and upon the direction of the Required Lenders shall, by notice to the Borrower (x) terminate or reduce the Revolving Credit Commitment or (y) declare all or any portion of the outstanding principal

amount of the Loans and other Obligations (including Unpaid Drawings) to be due and payable and the Revolving Credit Commitments and the Incremental Term Loan Commitments (if not theretofore terminated) to be terminated, whereupon the full unpaid amount of such Loans and other Obligations which shall be so declared due and payable shall be and become immediately due and payable, without further notice, demand or presentment, and the Revolving Credit Commitments and the Incremental Term Loan Commitments shall terminate and the Borrower shall automatically and immediately be obligated to Cash Collateralize all Letters of Credit Outstanding and (b) and in case of any event with respect to any Credit Party or their respective Restricted Subsidiaries (other than an Immaterial Subsidiary) described in clause (h) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding and other Obligations (including Unpaid Drawings) shall automatically become due and payable and the Borrower shall automatically and immediately be obligated to Cash Collateralize all Letters of Credit Outstanding, without presentment, demand, protest or other notice of any kind. The Lenders and the Administrative Agent shall have all other rights and remedies available at law or in equity or pursuant to any Credit Documents.

Section 11.03 Equity Cure Right. (a) Notwithstanding anything to the contrary contained in this Agreement, in the event that the Borrower fails to comply with the Financial Performance Covenant for any Test Period (such period being a “**Covenant Failure Period**”), the Borrower may cure such failure as provided in this Section 11.03 (the “**Cure Right**”). The Cure Right shall be deemed to have been validly exercised, and no Default or Event of Default shall be deemed to have existed, so long as (i) the Borrower has issued a written notice to the Administrative Agent no later than the date on which a Compliance Certificate is required to be delivered pursuant to Section 9.01(d) for the Covenant Failure Period, (ii) after the last day of the Test Period in respect of such Covenant Failure Period and no later than ten (10) Business Days after the date on which a Compliance Certificate is required to be delivered pursuant to Section 9.01(d) for the Covenant Failure Period, the Borrower has received a cash common equity contribution from Holdings from the proceeds of the issuance of common equity, or other equity having terms reasonably acceptable to the Administration Agent, issued by Holdings) in an amount equal to the amount by which Consolidated Adjusted EBITDA for the Covenant Failure Period would need to be increased so as to result in the Borrower being in compliance with the Financial Performance Covenant for such period (a “**Cure Amount**”), (iii) the Cure Right has not been exercised on more than five (5) separate prior occasions and (iv) in any four (4) fiscal quarter period, there shall be a period of at least two (2) fiscal quarters during which the Cure Right has not been exercised.

(a) Upon the valid exercise of the Cure Right, solely for purposes of calculating the Financial Performance Covenant (i) the Consolidated Adjusted EBITDA for the Covenant Failure Period shall be increased by the Cure Amount with respect thereto and no Default or Event of Default shall be deemed to have occurred due to the failure of the Borrower to comply with the Financial Performance Covenant for such Covenant Failure Period and (ii) any subsequent calculation of Consolidated Adjusted EBITDA for purposes of determining compliance with the Financial Performance Covenant that includes a Covenant Failure Period shall include the Cure Amount received with respect thereto. Without limiting the foregoing, no Cure Amounts shall be included in Consolidated Adjusted EBITDA when calculated for purposes of determining the Applicable Margin, determining the Borrower’s compliance with any numerical thresholds set forth in any covenant in this Agreement or the Total Net Leverage Ratio (other than for purposes of Section 10.13) , determining the availability of any Loan, compliance with any provision of this Agreement or for any other purpose whatsoever.

(b) For the avoidance of doubt, notwithstanding anything to the contrary herein, no Default or Event of Default shall be deemed to exist with respect to any breach of the Financial

Performance Covenant for the most recently-ended fiscal quarter from the end of the applicable fiscal quarter until the tenth (10<sup>th</sup>) Business Day after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter pursuant to Section 9.01.

(c) For the purposes of determining compliance with the Financial Performance Covenant for any Covenant Failure Period and any other applicable measurement period that includes a Covenant Failure Period, and for purposes of calculating the Total Net Leverage Ratio for any other purpose hereunder there shall be no netting of the proceeds from receipt of the Cure Amount and the amount of Loans prepaid from the proceeds of any Cure Amount shall be deemed outstanding for the fiscal quarter with respect to which the Cure Right is exercised and the three (3) subsequent fiscal quarters thereafter.

(d) So long as Borrower is otherwise entitled to exercise a Cure Right pursuant to the foregoing terms and provisions of this Section 11.03, neither Administrative Agent nor any Lender shall exercise any remedies related to any breach of the Financial Performance Covenant from the date of Borrower's delivery of a notice of its intention to cure pursuant to Section 11.03(a) above until the end of the period in which any Cure Right can be exercised; provided, however, that no Lender shall be required to fund any Revolving Credit Loans or issue any Letters of Credit during such time period.

## ARTICLE XII

### The Agents

Section 12.01 Appointment. Each Lender (and, if applicable, each other Secured Party) hereby appoints Audax Agent as its Administrative Agent and Collateral Agent under and for purposes of each Credit Document, and hereby authorizes the Administrative Agent and Collateral Agent to act on behalf of such Lender (or if applicable, each other Secured Party) under each Credit Document and, in the absence of other written instructions from the Lenders pursuant to the terms of the Credit Documents received from time to time by the Administrative Agent and Collateral Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Administrative Agent and Collateral Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. Each Lender (and, if applicable, each other Secured Party) hereby appoints Audax Agent as its Administrative Agent and Collateral Agent under and for purposes of each Credit Document and hereby authorizes the Administrative Agent and Collateral Agent to act on behalf of such Lender (or, if applicable, each other Secured Party) under each Credit Document and, in the absence of other written instructions from the Lenders pursuant to the terms of the Credit Documents received from time to time by the Administrative Agent or the Collateral Agent, to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Administrative Agent or the Collateral Agent by the terms hereof and thereof, together with such powers as may be incidental thereto. Each Lender (and, if applicable, each other Secured Party) hereby irrevocably designates and appoints each Agent as the agent of such Lender. Each Lender further consents to and authorizes the execution and delivery by the Administrative Agent or Collateral Agent, as applicable, of any intercreditor or subordination agreement from time to time as contemplated by the terms hereof on behalf of such Lender and agrees to be bound by the terms and provisions thereof. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against any Agent.

Section 12.02 Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Credit Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Credit Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders or any other Secured Party for any recitals, statements, representations or warranties made by any Credit Party or any officer thereof contained in this Agreement or any other Credit Document or any Specified Hedging Agreement or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Credit Document or any Specified Hedging Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document or any Specified Hedging Agreement, the validity, enforceability, perfection or priority of any Lien, the value or sufficiency of the Collateral, or for any failure of any Credit Party or other Person to perform its obligations hereunder or thereunder. None of the Agents shall be required to take any action that, in its reasonable opinion or the reasonable opinion of its counsel, may expose such Agent to liability or that is contrary to any Credit Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any bankruptcy or insolvency law or other similar law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any bankruptcy or insolvency law or other similar law. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document or any Specified Hedging Agreement, or to inspect the properties, books or records of any Credit Party.

Section 12.04 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Credit Parties), independent accountants and other experts selected by such Agent. The Agents may deem and treat the payee of any note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agents. As to any matters not clearly and expressly provided for by the Credit Documents, each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other requisite Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans and all other Secured Parties.

Section 12.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder, unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that an Agent receives such a notice, such Agent shall give notice thereof to the other Agent and the Lenders. Each Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided, that unless and until each Agent shall have received such directions, the Agents may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as such Agent shall deem advisable in the best interests of the Secured Parties.

Section 12.06 Non Reliance on Agents and Other Lenders. Each Lender (and, if applicable, each other Secured Party) expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys in fact or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Credit Party or any Affiliate of a Credit Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender or any other Secured Party. Each Lender (and, if applicable, each other Secured Party) represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement or any Specified Hedging Agreement. Each Lender (and, if applicable, each other Secured Party) also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents or any Specified Hedging Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent hereunder, the Agents shall not have any duty or responsibility to provide any Lender or any other Secured Party with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Credit Party or any Affiliate of a Credit Party that may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

Section 12.07 Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Total Credit Exposure in effect on the date on which indemnification is sought under this Section 12.07 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Total Credit Exposure immediately prior to such date), from and against any and all liabilities, obligations,

losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Credit Documents, any Specified Hedging Agreement or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section 12.07 shall survive the payment of the Loans and all other amounts payable hereunder.

Section 12.08 Agent in Its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Credit Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender", "Lenders", "Secured Party" and "Secured Parties" shall include each Agent in its individual capacity.

Section 12.09 Successor Agents. Either Agent may resign as Agent upon twenty (20) days' notice to the Lenders, such other Agent and the Borrower. If either Agent shall resign as such Agent in its applicable capacity under this Agreement and the other Credit Documents, then the Required Lenders shall appoint from among the Lenders a successor agent, which successor agent shall (unless an Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such Agent in its applicable capacity, and the term "Administrative Agent" or "Collateral Agent", as the case may be, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent in its applicable capacity shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no applicable successor agent has accepted appointment as such Agent in its applicable capacity by the date that is thirty (30) days following such retiring Agent's notice of resignation, such retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Agent's resignation as the Administrative Agent or the Collateral Agent, as applicable, the provisions of this Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement and the other Credit Documents.

Section 12.10 Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such.

Section 12.11 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express written consent of the Administrative Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Administrative Agent, set off against the Obligations, any amounts owing by such Lender



to any Credit Party or any of their respective Subsidiaries or any deposit accounts of any Credit Party or any of their respective Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Administrative Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Credit Document against any Credit Party or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) Subject to Section 13.09 and except in connection with any Extension Offer pursuant to Section 2.16, if, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from the Agents pursuant to the terms of this Agreement, or (ii) payments from the Agents in excess of such Lender's pro rata share of all such distributions by Agents, such Lender promptly shall (A) turn the same over to the Administrative Agent, in kind, and with such endorsements as may be required to negotiate the same to the Administrative Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their pro rata shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

Section 12.12 Agency for Perfection. Collateral Agent hereby appoints each other Secured Party as its agent (and each Secured Party hereby accepts such appointment) for the purpose of perfecting the Collateral Agent's Liens in assets which, in accordance with Article VIII or Article IX, as applicable, of the Uniform Commercial Code of any applicable state can be perfected only by possession or control. Should any Secured Party obtain possession or control of any such Collateral, such Secured Party shall notify Collateral Agent thereof, and, promptly upon Collateral Agent's request therefor shall deliver possession or control of such Collateral to Collateral Agent or in accordance with Collateral Agent's instructions.

Section 12.13 Joint Lead Arrangers, Syndication Agent and Bookrunners. Anything herein to the contrary notwithstanding, none of the joint lead arrangers, the joint bookrunners or the syndication agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities, if applicable, as an Agent or a Lender hereunder.

Section 12.14 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 5.04, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payment in respect thereof within 10 days after demand therefor, all Taxes 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), whether or not such Taxes are 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 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 12.14. The agreements in this Section 12.14 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.

Section 12.15 Agent May File Proofs of Claim. In case of the pendency of any proceeding under any bankruptcy law or any other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan or any Letter of Credit 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 Credit Parties) 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 or Letters of Credit 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 Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties and the Agents) 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 and Letter of Credit Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and Letter of Credit Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 10.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or Letter of Credit Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Letter of Credit Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

Section 12.16 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender or Letter of Credit Issuer party hereto, to, and (y) covenants, from the date such Person became a Lender or Letter of Credit Issuer party hereto to the date such Person ceases being a Lender or Letter of Credit Issuer party hereto, for the benefit of, the Administrative Agent and the Collateral Agent, and not, for the avoidance of doubt, to or for the benefit of Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender or Letter of Credit Issuer is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) 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 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 with respect to such Lender’s or Letter of Credit Issuer’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 or Letter of Credit Issuer 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 or Letter of Credit Issuer 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 (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender or Letter of Credit Issuer, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s or Letter of Credit Issuer’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, in its sole discretion, and such Lender or Letter of Credit Issuer.

(b) In addition, (I) unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender or Letter of Credit Issuer further (x) represents and warrants, as of the date such Person became a Lender or Letter of Credit Issuer party hereto, to, and (y) covenants, from the date such Person became a Lender or Letter of Credit Issuer party hereto to the date such Person ceases being a Lender or Letter of Credit Issuer party hereto, for the benefit of, the Administrative Agent and the Collateral Agent, and not, for the avoidance of doubt, to or for the benefit of Borrower or any other Credit Party, that neither the Administrative Agent nor the Collateral Agent is a fiduciary with respect to the assets of such Lender or Letter of Credit Issuer involved in such Lender or Letter of Credit Issuer’s the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent or Collateral Agent under this Agreement or any other Credit Document.

## **ARTICLE XIII**

### **Miscellaneous**

Section 13.01 Amendments and Waivers. Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or

modified except in accordance with the provisions of this Section 13.01. The Required Lenders may, or, with the consent of the Required Lenders, the Collateral Agent or Administrative Agent, as applicable (provided that the Administrative Agent shall receive a copy of all amendments), may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or the Credit Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders, the Collateral Agent or Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, that, in lieu of the foregoing requirement, no such waiver, amendment, supplement or modification shall directly:

(i) (A) reduce or forgive any portion of any Loan or extend the final expiration date of any Lender's Commitment or extend the final scheduled maturity date of any Loan or reduce the stated interest rate (it being understood that any change to the definition of Total Net Leverage Ratio, or in the component definitions thereof shall not constitute a reduction in the stated interest rate and only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay interest at the "default rate" or amend Section 2.08(c)), or (B) reduce or forgive any portion or extend the date for the payment, of any interest or fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates and other than as a result of a waiver or amendment of any mandatory prepayment of Term Loans or mandatory reduction of Revolving Credit Commitments (which shall not constitute an extension, forgiveness or postponement of any date for payment of principal, interest or fees)), or (C) reduce or extend the date for payment of any Unpaid Drawings, or (D) extend the final expiration date of any Letter of Credit beyond the applicable Maturity Date unless such Letter of Credit is Cash Collateralized or backstopped in a manner reasonably acceptable to the Letter of Credit Issuer and the Administrative Agent, or (E) decrease or forgive any Term Loan Repayment Amount, or (F) extend any scheduled Term Loan Repayment Date (other than as a result of a waiver or amendment of any mandatory prepayment of Term Loans (which shall not constitute an extension of any scheduled Term Loan Repayment Date)), or (G) amend or modify any provisions of Section 13.09(b) or any other provision that provides for the *pro rata* nature of disbursements by or payments to Lenders, in each case, without the written consent of each Lender (other than the Sponsor Permitted Assignees, if any) directly and adversely affected thereby;

(ii) amend, modify or waive any provision of this Section 13.01 or reduce the percentages specified in the definition of the term "Required Lenders" or consent to the assignment or transfer by any Credit Party of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.03), in each case, without the written consent of each Lender (other than the Sponsor Permitted Assignees, if any);

(iii) increase the aggregate amount of any Commitment of any Lender without the consent of such Lender;

(iv) amend, modify or waive any provision of Article XII without the written consent of the then-current Collateral Agent and Administrative Agent;

(v) amend, modify or waive any provision of Article III without the written consent of the Letter of Credit Issuer;

(vi) change any Commitment to a Commitment of a different Class, in each case, without the prior written consent of each Lender (other than the Sponsor Permitted Assignees, if any) directly and adversely affected thereby;

(vii) release all or substantially all of the Guarantors under the Guarantee Agreement (except as expressly permitted by the Guarantee Agreement), or release all or substantially all of the Collateral under the Security Documents (except as expressly permitted thereby and in Section 13.19), in each case, without the prior written consent of each Lender (other than the Sponsor Permitted Assignees, if any);

(viii) subordinate the Obligations hereunder or under the other Loan Documents or the Liens granted hereunder or under any of the other Loan Documents to any other Indebtedness or Lien (including, without limitation, to any Indebtedness or Lien issued under this Agreement, any Loan Document or any other agreement as the case may be without the prior written consent of the Supermajority Lenders; provided that whether or not a Lender consents to any issuance of Indebtedness or Liens (including any transaction purporting to grant Liens of a priming nature to the Obligations) or to any similar exchange (or similar transfer) of existing Indebtedness or Liens, each Lender will be offered the right to participate ratably in any such issuance, exchange or other transaction so consented to by the Supermajority Lenders;

(ix) [reserved];

(x) amend, modify or waive any provision of any Credit Document in a manner that by its terms has an adverse and disproportionate effect on the Loans held by the Sponsor Permitted Assignees or Independent Debt Fund Affiliate, as applicable, relative to the Loans held by Lenders that are not Sponsor Permitted Assignees or Independent Debt Fund Affiliates, as applicable, without the written consent of a majority in interest of the Sponsor Permitted Assignees or Independent Debt Fund Affiliates, as applicable, affected thereby; or

(xi) amend, modify or waive, or reduce the percentages specified in the definition of the term “Required Revolving Lenders” without the written consent of each Lender with a Revolving Credit Commitment;

provided, further, that any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section 13.01 if such Class of Lenders were the only Class of Lenders hereunder at the time.

Notwithstanding the foregoing or anything to the contrary herein:

(i) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agents and the Borrower (x) to add one or more additional credit facilities to this Agreement 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 Credit Documents with the Term Loans and the Revolving Credit Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and other definitions related to such new Class;

(ii) this Agreement may be amended (or amended and restated) with the written consent of the Agents, the Borrower and each Lender holding Term Loans subject to a Repricing Event that will continue as a Lender in respect of the repriced tranche of Term Loans or modified term loans to effect a Repricing Event;

(iii) the consent of the Required Lenders shall not be required to make any such changes necessary to be made in connection with any borrowing of Incremental Term Loans as set forth in Section 2.01(d);

(iv) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (x) the Commitments of such Lender may not be increased or extended without the consent of such Lender, (y) the principal of, rate of interest on or any fees owing to such Defaulting Lender may not be reduced or such principal, interest or fees may not be forgiven, or (z) the date fixed for any payment of principal, interest or fees owing to such Defaulting Lender may not be postponed or waived or the date of termination of the commitment of any such Defaulting Lender hereunder may not be postponed, in each case, without the prior written consent of such Defaulting Lender;

(v) schedules to this Agreement and the Security Pledge Agreement may be amended or supplemented by the delivery of a Compliance Certificate in accordance with, and solely to the extent set forth in, Section 9.01(d);

(vi) this Agreement and any other Credit Document may be amended solely with the consent of the Administrative Agent and the Borrower without the need to obtain the consent of any other Lender if such amendment is delivered in order to correct or cure (x) 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 Credit Document. 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 this Agreement and the other Credit Documents. Any such amendment shall become effective without any further consent of any other party to such Credit Document;

(vii) no amendment or waiver shall, unless signed by the Administrative Agent and the Required Revolving Lenders (or by the Administrative Agent with the consent of Required Revolving Lenders) in addition to the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders): (x) amend or waive compliance with the conditions precedent to the obligations of Lenders to make any Revolving Credit Loan (or of any Letter of Credit Issuer to issue any Letter of Credit) in Section 7.01; or (y) waive any Default or Event of Default for the purpose of satisfying the conditions precedent to the obligations of Lenders to make any Revolving Credit Loan (or of any Letter of Credit Issuer to issue any Letter of Credit) in Section 7.01. No amendment shall: (x) amend or waive this clause (v) or the definitions of the terms used in this clause (v) insofar as the definitions affect the substance of this clause (v); (y) change the definition of the term Required Revolving Lenders; or (z) change the percentage of Lenders which shall be required for Revolving Lenders to take any action hereunder, in each case, without the consent of all Revolving Lenders; and

(viii) no amendment or waiver shall, unless signed by the Administrative Agent and the Required Delayed Draw Term Loan Lenders (or by the Administrative Agent

with the consent of the Required Delayed Draw Term Loan Lenders) in addition to the Required Lenders (or by the Administrative Agent with the consent of the Required Lenders): (x) amend or waiver compliance with the conditions precedent to the obligations of the Lenders to make any Delayed Draw Term Loan pursuant to Section 7.02; or (y) waive any Default or Event of Default for the purpose of satisfying the conditions precedent to the obligations of the Lenders to make any Delayed Draw Term Loan pursuant to Section 7.02. No amendment or waiver shall: (x) amend or waive this clause (viii); (y) change the definition of the term Required Delayed Draw Term Lenders; or (z) change the percentage of Lenders that shall be required for Delayed Draw Term Lenders to take any action hereunder, in each case, without the consent of all Delayed Draw Term Lenders.

#### Section 13.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, 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 Credit Parties, the Agents or the Letter of Credit Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower, the Agents and the Letter of Credit Issuer.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three (3) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 13.02(c)), when delivered; provided, that notices and other communications to the Agents and the Letter of Credit Issuer pursuant to Article II shall not be effective until actually received by such Person.

(b) Effectiveness of Facsimile Documents and Signatures. Credit Documents may be transmitted and/or signed by facsimile or other electronic communication. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all Credit Parties, the Agents and the Lenders.

(c) Reliance by Agents and Lenders. The Agents and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Credit Party 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. All telephonic notices to either Agent may be recorded by such Agent, and each of the parties hereto hereby consents to such recording.

Section 13.03 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or

privilege hereunder or under the other Credit Documents 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 are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 13.04 Survival of Representations and Warranties. All representations and warranties made hereunder and in the other Credit Documents shall survive the execution and delivery of this Agreement and the making of the Loans hereunder, and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available.

Section 13.05 Payment of Expenses; Indemnification. The Borrower agrees, within thirty (30) days after initial presentment or demand therefor (or immediately upon demand during the continuance of an Event of Default of the type set forth in Section 11.01(a)(i) or Section 11.01(h)), (a) to pay or reimburse the Agents for all their reasonable and documented (to the extent available) out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of counsel (limited to one lead counsel for the Agents and, if necessary, one local counsel in the relevant jurisdiction) to the Agents, (b) to pay or reimburse each Lender and the Agents for all their reasonable and documented (to the extent available) out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable fees, disbursements and other charges of counsel to the Lenders and of counsel to the Agents (which shall be limited to one lead counsel and, if necessary, one local counsel in the relevant jurisdiction to the Lenders, as a group, and to the Agents, as another group), (c) [reserved], (d) to pay or reimburse the Administrative Agent and Collateral Agent for all reasonable fees and expenses incurred in exercising its rights under Section 9.13, (e) to pay, indemnify and hold harmless the Administrative Agent, each Lender, the Letter of Credit Issuer and each Letter of Credit Participant from and against any and all actual liabilities, obligations, losses (other than lost profits), damages, penalties, actions, judgments, suits, and reasonable and documented (to the extent available) out-of-pocket costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented (to the extent available) fees, disbursements and other charges of counsel, which such Person may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit, other than as a result of, as determined in a final judgment of a court of competent jurisdiction, the gross negligence, bad faith or willful misconduct of such Person or (ii) the failure of the Letter of Credit Issuer to honor a Drawing under any such Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority, and (f) to pay, indemnify and hold harmless each Lender and the Agents, their transferees, and their respective Related Parties (the “*Indemnified Parties*”) from and against any and all other liabilities, obligations, losses (other than lost profits), damages, penalties, actions, judgments, suits, and reasonable and documented (to the extent available) out-of-pocket costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented (to the extent available) fees, disbursements and other charges of counsel, with respect to the enforcement, preservation or protection of its rights under, this Agreement (and the execution, delivery, performance and administration of this Agreement, the other Credit Documents and any such other documents solely with respect to the Agents), the other Credit Documents and any such other documents, including all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law, or any actual or alleged presence of Hazardous Materials, applicable to the operations of each Credit Party, any of their respective Restricted



Subsidiaries or any of their Real Property (all the foregoing in this clause (f), collectively, the “*indemnified liabilities*”); provided, that the Credit Parties shall have no obligation hereunder to the applicable Indemnified Party with respect to indemnified liabilities to the extent determined in a final judgment of a court of competent jurisdiction to have arisen from (i) the bad faith, fraud, gross negligence or willful misconduct of such Indemnified Party, (ii) a material breach by such Indemnified Party of its obligations under any Credit Document which is not made in response to a breach by a Credit Party under any Credit Document or (iii) disputes among the Indemnified Parties for actions by one or more of the Agents which is outside of the scope of any such Agent’s capacity as an Agent hereunder and that does not involve any act or omission by Holdings the Borrower or their respective Affiliates; provided further, that the Borrower shall not be required to reimburse the legal fees and expenses of more than one outside counsel (in addition to special counsel and up to one local counsel in each applicable local jurisdiction) for all Persons indemnified hereunder unless, in the reasonable opinion of the Administrative Agent or the reasonable opinion of its counsel, representation of all such indemnified Persons by such counsels would be inappropriate due to the existence of an actual or potential conflict of interest. The agreements in this Section 13.05 shall survive repayment of the Loans and all other amounts payable hereunder and termination of this Agreement. To the fullest extent permitted by Applicable Law, no Credit Party shall assert, and each Credit Party hereby waives, any claim against any of the Indemnified Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. Except with respect to matters involving fraud on the part of any Credit Party, to the fullest extent permitted by Applicable Law, no Indemnified Party shall assert, and each Indemnified Party hereby waives, any claim against any of the Credit Parties, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. None of the Indemnified Parties shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby. This Section 13.05 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc., arising from any non-Tax claim.

Section 13.06 Successors and Assigns; Participations and Assignments. (a)

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Letter of Credit Issuer that issues any Letter of Credit), except that (i) except as set forth in Section 10.03, no Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Credit Party without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.06. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Letter of Credit Issuer that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section 13.06) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Letter of Credit Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement. Notwithstanding anything to the contrary herein, (a) any Lender shall be permitted to pledge or grant a security interest in all or any portion of such Lender’s rights hereunder including, but not limited to, any Loans and Letters of Credit (without the consent of, or notice to or any other action by, any other party hereto) to secure the obligations of such

Lender or any of its Affiliates to any Person providing any loan, letter of credit or other extension of credit to or for the account of such Lender or any of its Affiliates and any agent, trustee or representative of such Person and (b) the Agents shall be permitted to pledge or grant a security interest in all or any portion of their respective rights hereunder or under the other Credit Documents, including, but not limited to, rights to payment (without the consent of, or notice to or any other action by, any other party hereto), to secure the obligations of such Agent or any of its Affiliates to any Person providing any loan, letter of credit or other extension of credit to or for the account of such Agent or any of its Affiliates and any agent, trustee or representative of such Person.

(a) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than to an Excluded Transferee (except to the extent a Specified Event of Default has occurred and is continuing) or, except with respect to assignments of the Term Loans permitted under paragraph (b)(ii)(A) below to Sponsor Permitted Assignees, to the Borrower or to any of the Borrower's Affiliates or Subsidiaries) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (which consent in each case shall not be unreasonably withheld or delayed) of:

(A) the Borrower; provided, that (1) no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or if a Specified Event of Default has occurred and is continuing and (2) the consent of the Borrower shall be deemed to have been given unless an objection is delivered to the Administrative Agent within ten (10) Business Days after written notice of a proposed assignment is delivered to the Borrower;

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) no assignments to Sponsor Permitted Assignees shall be permitted unless (1) such assignment is of an amount that does not exceed, in the aggregate with all other Loans held by Sponsor Permitted Assignees, (A) twenty percent (20%) of the aggregate principal amount of the then outstanding Term Loans and Delayed Draw Term Loans as of such date nor (B) twenty percent (20%) of the aggregate principal amount of the then outstanding Term Loans, Delayed Draw Term Loans plus all other Indebtedness secured by Liens on the Collateral that are pari passu with the Liens of the Administrative Agent under the Credit Documents, (2) in no event shall Sponsor Permitted Assignees hold any Revolving Credit Commitments, including Incremental Revolving Credit Commitments, or any Revolving Credit Loans or Incremental Revolving Credit Loans, (3) in no event, at any such time, shall the total number of Sponsor Permitted Assignees (treating the Sponsor, its Affiliates and any other Sponsor Permitted Assignees as individual Lenders for purposes hereof) consist of 49.9% or more of the total number of Lenders party hereto (treating the Lenders, their respective Affiliates and approved debt funds as a single Lender when determining the aggregate number of Lenders at any given time) (it being agreed to and understood that if the foregoing would not be satisfied at any time, Sponsor Permitted Assignees shall be required to assign Loans amongst themselves in order to satisfy the foregoing condition until only one Sponsor Permitted Assignee remains), (4) Sponsor Permitted Assignees shall have limited voting rights in accordance with this Agreement, including Section 13.01, and (5) all Term Loans assigned to, owned by, or maintained for the benefit of, any Sponsor Permitted

Assignee and all Indebtedness and other obligations relating thereto are subordinated in right of payment, on terms reasonably satisfactory to the Administrative Agent, to the Obligations and are subject to additional intercreditor provisions (including with respect to bankruptcy and insolvency matters) reasonably satisfactory to the Administrative Agent; provided that, for the avoidance of doubt, Sponsor Permitted Assignees shall also be subject to the provisions of Section 13.24 hereof;

(B) no assignments to Independent Debt Fund Affiliates shall be permitted unless such assignment is of an amount that does not exceed, in the aggregate with all other Loans held by Independent Debt Fund Affiliates, 49.9% of the aggregate principal amount of the then outstanding Loans and unused commitments included in determining whether the applicable Lenders have consented to any action requiring the consent or approval of the Required Lenders and such Independent Debt Fund Affiliates shall otherwise be treated as a Lender hereunder;

(C) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans of any Class, the amount of the (i) Term Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall be at least \$1,000,000 and in multiples of \$250,000 in excess thereof and/or (ii) Revolving Credit Commitments or Revolving Credit Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall be at least \$1,000,000 and in multiples of \$250,000 in excess thereof (provided, that for purposes of calculating such minimum amounts any assignment of a Revolving Credit Commitment together with a Letter of Credit Sub-Commitment shall be aggregated), unless each of the Borrower and the Administrative Agent otherwise consents, which consent, in each case, shall not be unreasonably withheld or delayed; provided, however, that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing; and provided further, that contemporaneous assignments to a single assignee made by affiliated Lenders or related Approved Funds and contemporaneous assignments by a single assignor to affiliated Lenders or related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(D) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided, that this paragraph shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(E) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500, and all applicable "know your customer" documentation requested by the Agent under anti-money laundering rules and regulations, including without limitation, the Patriot Act; provided, that no such fee shall be payable for any assignment to a Lender, an Affiliate of a Lender or an Approved Fund;

(F) in no event shall any assignee be an Excluded Transferee except upon the written consent of the Borrower or after the occurrence and during the continuation of a Specified Event of Default; and

(G) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

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 such 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 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 (by its execution and delivery of the applicable Assignment and Acceptance to the Administrative Agent) 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, the Letter of Credit Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and Letter of Credit Participations in accordance with its Revolving Credit Commitment 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.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section 13.06, from and after the recordation date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the 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 (and be subject to the obligations of) Sections 2.10, 2.11, 3.05, 5.04 and 13.05); provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.06 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 13.06.

(iv) The Administrative Agent, acting for this purpose on behalf of the Borrower (but not as an agent, fiduciary or for any other purposes), shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Total Commitments of, and principal amount (and stated interest) of the Loans and any payment made by the Letter of Credit Issuer under any Letter of Credit owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Further, the Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive absent manifest error, and the Credit Parties, the Agents, the Letter of Credit Issuer and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower, the Letter of Credit Issuer and any Lender (with respect to its own holdings only), at any reasonable time and from time to time upon reasonable prior written notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder) and any written consent to such assignment required by paragraph (b)(i) of this Section 13.06, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless and until it has been recorded in the Register as provided in this paragraph.

(b) (i) Any Lender may, without the consent of the Borrower, the Agents or the Letter of Credit Issuer, sell participations to one or more banks or other entities (other than a natural person, a Defaulting Lender, the Borrower, any of the Borrower's Affiliates or Subsidiaries, or any Excluded Transferee absent a Specified Event of Default) (each, a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents, the Letter of Credit Issuer and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (i) of the first proviso to Section 13.01. Subject to paragraph (c)(ii) of this Section 13.06, the Borrower agrees that each Participant shall be entitled to the benefits of (and be subject to the obligations of) Sections 2.10, 2.11 and 5.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 13.06. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 13.09(b) as though it were a Lender, provided, that such Participant agrees to be subject to Section 13.09(a) as though it were a Lender.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11 or 5.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (not to be unreasonably withheld, conditioned or delayed). A Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 5.04 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 5.04(b) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Credit Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

Section 13.07 Replacements of Lenders Under Certain Circumstances. (a) The Borrower, at its sole cost and expense, shall be permitted to either (x) replace any Lender (or any Participant), other than an Affiliate of any Agent, and (y) terminate the Commitments of such Lender, in each case, that (i) requests reimbursement for amounts owing pursuant to Section 2.10, Section 2.11, Section 2.12, Section 3.05 or Section 5.04, (ii) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken or (iii) is a Defaulting Lender, provided, that (A) such replacement does not conflict with any Applicable Law, (B) no Default or Event of Default shall have occurred and be continuing at the time of such replacement, (C) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts (other than any disputed amounts) pursuant to Section 2.10, Section 2.11, Section 2.12, Section 3.05 or Section 5.04, as the case may be, owing to such replaced Lender prior to the date of replacement, (D) the replacement bank or institution, if not already a Lender, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent, (E) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 13.06 (except that such replaced Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto) and (F) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the any Agent or any other Lender shall have against the replaced Lender. In connection with any such replacement, if any such replaced Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Acceptance reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Acceptance to such replaced Lender, then such replaced Lender shall be deemed to have executed and delivered such Assignment and Acceptance without any action on the part of the replaced Lender.

(a) If any Lender (a “*Non-Consenting Lender*”) has (x) failed to consent to a proposed amendment, waiver, discharge or termination, which pursuant to the terms of Section 13.01 requires the consent of all of the Lenders affected and with respect to which the Required Lenders shall have granted their consent or (y) becomes a Defaulting Lender, then, provided that no Default or Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent), at their own cost and expense, to replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans and Commitments to one or more assignees reasonably acceptable to the Administrative Agent, provided, that: (i) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment and (ii) the replacement Lender or the Borrower, as the case may be, shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. In connection with any such assignment, the Borrower, the Agents, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 13.06 (except that such Non-Consenting Lender shall not be obligated to pay any processing and recordation fee required pursuant thereto); provided that if any such Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Acceptance reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Acceptance to such Non-Consenting Lender, then such Non-Consenting Lender shall be deemed to have executed and delivered such Assignment and Acceptance without any action on the part of the replaced Lender.

Section 13.08 Securitization. The Credit Parties hereby acknowledge that the Lenders and their Affiliates may securitize the Loans (a “*Securitization*”) through the pledge of the Loans as collateral security for loans to the Lenders or their Affiliates or through the sale of the Loans or the issuance of direct or indirect interests in the Loans to their controlled

Affiliates, which loans to the Lenders or their Affiliates or direct or indirect interests will be rated by Moody's, S&P or one or more other rating agencies. The Credit Parties shall, to the extent commercially reasonable, cooperate with the Lenders and their Affiliates to effect any and all Securitizations. Notwithstanding the foregoing, no such Securitization shall release the Lender party thereto from any of its obligations hereunder or substitute any pledgee, secured party or any other party to such Securitization for such Lender as a party hereto and no change in ownership of the Loans may be effected except pursuant to Section 13.06.

Section 13.09 Adjustments; Set-off. (a) If any Lender (a "**Benefited Lender**") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.01(h), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans or interest thereon, such Benefited Lender shall (i) notify the Administrative Agent of such fact and (ii) purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, that (i) if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest and (ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.14, or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Letter of Credit Participations to any assignee or participant (as to which the provisions of this Section shall apply).

Notwithstanding the foregoing, 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 2.15 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, the Letter of Credit Issuer 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.

Each Credit 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 Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Credit Party in the amount of such participation.

(a) After the occurrence and during the continuance of an Event of Default, to the extent consented to by Administrative Agent, in addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower or any other Credit Party, any such notice being expressly waived by the Credit Parties to the extent permitted by Applicable Law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for

the credit or the account of the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Agents after any such set-off and application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such set-off and application.

Section 13.10 Counterparts. This Agreement and the other Credit Documents may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Collateral Agent and the Administrative Agent.

Section 13.11 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 13.11, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law), as determined in good faith by the Administrative Agent or the Letter of Credit Issuer, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 13.12 Integration. This Agreement and the other Credit Documents represent the agreement of the Credit Parties, the Agents and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party hereto or thereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Credit Documents.

Section 13.13 GOVERNING LAW. THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS (UNLESS EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

Section 13.14 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the state of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;



(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable party at its respective address set forth on Schedule 13.02 or on Schedule 1.01(a) or at such other address of which the Agents shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) waives, to the maximum extent not prohibited by law, all rights of rescission, setoff, counterclaims, and other defenses in connection with the repayment of the Obligations; and

(f) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13.14 any special, exemplary, punitive or consequential damages.

Section 13.15 Acknowledgments. Each Credit Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to the Credit Parties arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between any Agent and Lenders, on one hand, and the Credit Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Credit Parties and the Lenders.

Section 13.16 WAIVERS OF JURY TRIAL. THE CREDIT PARTIES, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

Section 13.17 Confidentiality. Each Agent and Lender shall hold all non-public information relating to any Credit Party or any Subsidiary of any Credit Party obtained pursuant to the requirements of this Agreement or in connection with such Lender's evaluation of whether to become a Lender hereunder ("*Confidential Information*") confidential in accordance with its customary procedure for handling confidential information of this nature and (in the case of a Lender that is a bank) in accordance with safe and sound banking practices; provided, that Confidential Information may be disclosed by any Agent or Lender:

(a) as required or requested by any governmental agency or representative thereof (including, without limitation, public disclosures by any Agent, Lender, Letter of Credit Issuer or any of their Related Parties to any self-regulatory authority, such as the National Association of Insurance Commissioners, as required by the Securities and Exchange Commission (including for purposes of complying with the filing requirements thereof) or any other governmental or regulatory authority);

(b) pursuant to legal process;

(c) in connection with the enforcement of any rights or exercise of any remedies by such Agent or Lender under this Agreement or any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document;

(d) to such Agent's or Lender's (i) attorneys, professional advisors, independent auditors or Affiliates or (ii) respective partners, investors, lenders, directors, officers, employees, agents and representatives;

(e) to any examiner or rating agency;

(f) in connection with:

(i) the establishment of any special purpose funding vehicle with respect to the Loans,

(ii) any Securitization permitted under Section 13.08;

(iii) any prospective assignment of, or participation in, its rights and obligations pursuant to Section 13.06, to prospective permitted assignees or Participants (other than to an Excluded Transferee except to the extent a Specified Event of Default has occurred and is continuing), as the case may be;

(iv) any Hedging Agreement entered into or proposed to be entered into in connection with the Loans made hereunder, to actual or proposed direct or indirect contractual counterparties;

(v) any actual or proposed credit facility for loans, letters of credit or other extensions of credit to or for the account of such Agent or Lender or any of its Affiliates, to any Person providing or proposing to provide such loan, letter of credit or other extension of credit or any agent, trustee or representative of such Person; and

(vi) to the extent necessary or customary for, inclusion in league table measurements or in any tombstone or other advertising or marketing materials;

(g) otherwise to the extent consisting of general portfolio information that does not identify borrowers; or

(h) with the consent of the Borrower;

provided, that in the case of clause (e) hereof, the Person to whom Confidential Information is so disclosed is advised of and has been directed to comply with the provisions of this Section 13.17.

Notwithstanding the foregoing, (A) each of the Agents, the Lenders and any Affiliate thereof is hereby expressly permitted by the Credit Parties to refer to any Credit Party and any of their respective Subsidiaries in connection with any promotion or marketing undertaken by such Agent, Lender or Affiliate in connection with this Agreement, the other Credit Documents, the Transaction Documents or any of the Transactions, and, for such purpose, such Agent, Lender or Affiliate may utilize any trade name, trademark, logo or other distinctive symbol associated with such Credit Party or such Subsidiary or any of their businesses (subject to reasonable quality control standards); provided that any such trade names, trademarks, logos or other

distinctive symbols are used solely in a manner that is not intended to harm or disparage any Credit Party or Subsidiary thereof and (B) any information that is or becomes generally available to the public (other than as a result of prohibited disclosure by any Agent or Lender) shall not be subject to the provisions of this Section 13.17.

**EACH LENDER ACKNOWLEDGES THAT CONFIDENTIAL INFORMATION (AS DEFINED IN THIS SECTION 13.17) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING EACH CREDIT PARTY AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.**

**ALL INFORMATION, INCLUDING WAIVERS AND AMENDMENTS, FURNISHED BY THE CREDIT PARTIES OR ANY AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE CREDIT PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE CREDIT PARTIES AND THE AGENTS THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.**

Section 13.18 Press Releases, etc. Each Credit Party will not, and will not permit any of its respective Subsidiaries, directly or indirectly, to publish any press release or other similar public disclosure or announcements (including any marketing materials) regarding this Agreement, the other Credit Documents, the Transaction Documents, or any of the Transactions, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

Section 13.19 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Credit Document, the Collateral Agent is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 13.01) to take, and shall take, any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Credit Document or that has been consented to in accordance with Section 13.01 or (ii) under the circumstances described in paragraph (b) below.

(a) At such time as (A) (i) the Loans, Unpaid Drawings and the other Obligations (other than Unasserted Contingent Obligations) shall have been paid in full, (or Cash Collateralized or backstopped in a manner reasonably satisfactory to the Collateral Agent) and (ii) the Commitments have been terminated or (B) any item of Collateral (including, without limitation, as a result of a Disposition of a Subsidiary that owns Collateral) is subject to a Disposition permitted under this Agreement, such Collateral shall automatically be released from the Liens and security interests created by the Security Documents, and the Security Documents and, with respect to the happening of the event described in clauses (A)(i) and (ii), all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Credit Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

(b) Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release its interest in particular types or items of property, or to release any guarantee obligations pursuant to this Section 13.19. In each case as specified in this Section 13.19, the Collateral Agent will (and each Lender irrevocably authorizes the Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Credit Party such documents as such Credit Party may reasonably request to evidence the release of such item of Collateral or guarantee obligation from the assignment and security interest granted under the Security Documents, in each case in accordance with the terms of the Credit Documents and this Section 13.19.

Section 13.20 USA Patriot Act. Each Lender hereby notifies each Credit Party that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "*Patriot Act*"), it is required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act. Each Credit Party agrees to provide all such information to the Lenders upon request by any Agent at any time, whether with respect to any Person who is a Credit Party on the Closing Date or who becomes a Credit Party thereafter.

Section 13.21 No Fiduciary Duty. Each Credit Party, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Credit Parties, their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Letter of Credit Issuer, the Lenders and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Letter of Credit Issuer, the Lenders or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

Section 13.22 Authorized Officers. The execution of any certificate requirement hereunder by an Authorized Officer shall be considered to have been done solely in such Authorized Officer's capacity as an officer of the applicable Credit Party (and not individually). Notwithstanding anything to the contrary set forth herein, the Secured Parties shall be entitled to rely and act on any certificate, notice or other document delivered by or on behalf of any Person purporting to be an Authorized Officer of a Credit Party and shall have no duty to inquire as to the actual incumbency or authority of such Person.

Section 13.23 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Credit Party to honor all of its payment obligations under the Guarantee Agreement in respect of Swap Obligations under any Hedging Agreement (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 13.23 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 13.23, or otherwise under the Guarantee Agreement, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 13.23 shall remain in full force and effect until the guarantees in respect of Swap Obligations under each Hedging Agreement have been discharged, or otherwise released or terminated in accordance with the terms of this Agreement. Each Qualified ECP Guarantor intends that this Section 13.23 constitute, and this Section 13.23 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Credit Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Section 13.24 Special Provisions as to Sponsor Permitted Assignees.

(a) Notwithstanding any provision in this Agreement or any other Credit Document to the contrary, no Sponsor Permitted Assignee shall have any right to attend or participate in any meetings of the Agents, the Lenders, their Affiliates and/or their advisors to the extent that no representatives of any Credit Party are then present.

(b) Without limiting the provisions of Article XII and notwithstanding any provision of Section 13.01 to the contrary, in the event of any insolvency or liquidation proceeding of any Credit Party, any vote or consent that any Sponsor Permitted Assignees may be entitled to cast or give solely as a holder of any of the Loans, including but not limited to any vote under 11 U.S.C. § 1126 shall be deemed assigned for all purposes to the Administrative Agent, which shall cast such vote and give, or refrain from giving, such consent at the direction of the Required Lenders; provided, that, in no event shall the Administrative Agent cast such vote or give, or refrain from giving, such consent in respect of a plan of reorganization if such Sponsor Permitted Assignee would, as a consequence thereof, receive treatment under such plan of reorganization that, on a ratable basis, would be inferior to that of other Lenders holding the same Class of Loans who are not Sponsor Permitted Assignees (the “*Non-Restricted Persons*”), without such Sponsor Permitted Assignee’s consent. If any superior treatment is provided to such Non-Restricted Person solely on account of any investment made, or other action taken, by such Non-Restricted Person under a plan of reorganization (other than the investment of the making of the Loans), then such Sponsor Permitted Assignee’s consent shall not be required, so long as such Sponsor Permitted Assignee was afforded the opportunity to ratably participate in such investment or to take such action.

(c) For purposes of any amendment, waiver or modification of this Agreement or any other Credit Documents, Sponsor Permitted Assignees shall grant, and shall hereby deemed to have granted, to the Administrative Agent a power of attorney, giving the Administrative Agent the right to vote the Sponsor Permitted Assignees’ Loans hereunder on all such matters, and all Loans held by each Sponsor Permitted Assignee shall, in any event, be voted in the same proportion, for and against, as votes were cast on each matter by Lenders that are not Sponsor Permitted Assignees; provided that (w) the commitments of any Sponsor Permitted Assignee shall not be increased, (x) the due dates for payments of interest and scheduled amortization (including at maturity) owed to any Sponsor Permitted Assignee will not be extended, (y) the amounts owing to any Sponsor Permitted Assignee will not be reduced without such Sponsor Permitted Assignee’s consent, and (z) any amendment that results in a disproportionate and adverse effect on a Sponsor Permitted Assignee, in relation to all non-Sponsor Permitted Assignees’ Loans, as applicable, shall require such Sponsor Permitted Assignee’s consent.

Section 13.25 Currency.

(a) Currency Conversion Procedures for Judgments. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder or under any other Credit Document in any currency (the “*Original Currency*”) into another currency (the “*Other Currency*”), the parties hereby agree, to the fullest extent permitted by Applicable Law, that the rate of exchange used shall be that at which, on the relevant date, in accordance with its normal banking procedures, Administrative Agent, the Letter of Credit Issuer and each Lender with a Revolving Credit Commitment could purchase the Original Currency with the Other Currency after any premium and costs of exchange on the Business Day preceding that on which final judgment is given.

(b) Indemnity in Certain Events. The obligation of the Borrower in respect of any sum due from the Borrower to any Secured Party hereunder shall, notwithstanding any judgment in any Other Currency, whether pursuant to a judgment or otherwise, be discharged only to the extent that, on the Business Day of receipt (if received by 1:00 p.m. (New York time), and otherwise on the following Business

Day) by any Secured Party of any sum adjudged to be so due in such Other Currency, such Secured Party may, on the relevant date, in accordance with its normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to such Secured Party in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding such judgment or payment, to indemnify such Secured Party against such loss.

(c) Currency Conversion Procedures Generally. For purposes of determining compliance with any incurrence or expenditure tests set forth in Sections 9 and/or 10 or with Dollar-based basket levels appearing hereunder or in definitions contained in Section 1.01, any amounts so incurred, expended or utilized (to the extent incurred, expended or utilized in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on *Reuters ECB page 37* or on such other basis as is reasonably satisfactory to the Administrative Agent) as in effect on the date of such incurrence, expenditure or utilization under any provision of any such Section or definition that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence, expenditure or utilization test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on *Reuters ECB page 37* or on such other basis as is reasonably satisfactory to the Administrative Agent) as in effect on the date of any new incurrence, expenditure or utilization made under any provision of any such Section that regulates the Dollar amount outstanding at any time).

Section 13.26 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Solely to the extent any Lender or Letter of Credit Issuer that is an EEA Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender or Letter of Credit Issuer that is an EEA Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or Letter of Credit Issuer that is an EEA 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 EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

## ARTICLE XIV

### **Effectiveness of Signature Pages; Acquisition Matters; Consent to Transactions**

Section 14.01 Effectiveness of Signature Pages. Notwithstanding anything to the contrary contained herein or in any other Credit Document, the signature pages executed and delivered by the Company and its Subsidiaries to this Agreement and the other Credit Documents shall be deemed executed and delivered immediately upon the effectiveness of the Closing Date Acquisition and shall be given full force and effect at such time without any further act or deed required by any Person hereunder or thereunder; provided that all representations and warranties made hereunder and under the other Credit Documents on the Closing Date relating to the Credit Parties and their Subsidiaries shall be deemed to include the Company and its Subsidiaries.

Section 14.02 Consent to the Closing Date Acquisition and Other Transactions. Notwithstanding anything to the contrary in this Agreement or the other Credit Documents, Agent and the Lenders and all other parties hereto irrevocably and unconditionally consent to the Closing Date Acquisition, the Closing Date Merger and the other Transactions.

Section 14.03 Reference to Closing Date. Notwithstanding anything to the contrary in the Credit Documents, for purposes of the representations and warranties and the other provisions set forth in Article VIII of this Agreement, the conditions precedent set forth in Section 7.01 and any reference to “Closing Date” in Articles IX and X, the making of the Loans and the issuance of Letters of Credit (if any) on the Closing Date shall be assumed to occur concurrently with the consummation of the Closing Date Acquisition and the Closing Date Merger.

**[SIGNATURE PAGES FOLLOW]**

**INITIAL BORROWER:**

**USME HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: Christian B. Johnson  
Title: President

**HOLDINGS:**

**USME INTERMEDIATE LLC,**  
a Delaware limited liability company

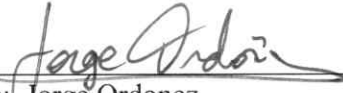
By:   
Name: Christian B. Johnson  
Title: President



Effective upon consummation of the Closing Date  
Acquisition:


**BORROWER:**

**ORG USME BUYER, LLC,**  
a Delaware limited liability company

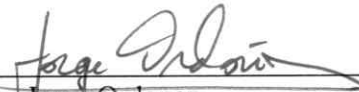
By:   
Name: Jorge Ordonez  
Title: Treasurer and Secretary

**SUBSIDIARY GUARANTORS:**

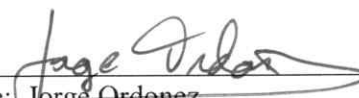
**US MED-EQUIP, LLC,**  
a Texas limited liability company

By:   
Name: Jorge Ordonez  
Title: Treasurer and Secretary

**MEDICAL SUPPORT PRODUCTS, INC.,**  
a Pennsylvania corporation

By:   
Name: Jorge Ordonez  
Title: Treasurer and Secretary

**MARTAB PHYSICIANS & HOSPITAL  
SUPPLY CO.,**  
a New Jersey corporation

By:   
Name: Jorge Ordonez  
Title: Treasurer and Secretary

**ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT:**

**AUDAX PRIVATE DEBT LLC**

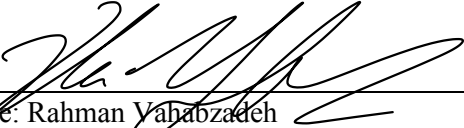
By: 

Name: Rahman Vahabzadeh

Title: Authorized Signatory

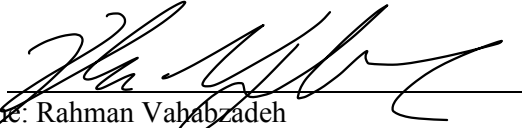
**LENDERS:**

**AUDAX DIRECT LENDING SOLUTIONS  
FUND-A, L.P., as a Lender**

By:   
Name: Rahman Yababzadeh  
Title: Authorized Signatory

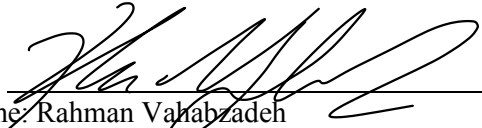
**LENDERS:**

**AUDAX DIRECT LENDING SOLUTIONS  
FUND-C, L.P., as a Lender**

By:   
Name: Rahman Vahabzadeh  
Title: Authorized Signatory

**LENDERS:**

**AUDAX DIRECT LENDING SOLUTIONS  
FUND-D, L.P., as a Lender**

By:   
Name: Rahman Vahabzadeh  
Title: Authorized Signatory

**LENDERS:**

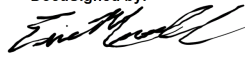
**ASP PC II DIRECT FUNDING LLC**, as a Lender

By: ADAMS STREET PRIVATE CREDIT FUND II-A LP, its member

By: Adams Street Private Credit Fund II GP LP, its general partner

By: Adams Street Private Credit Fund GP-GP LLC, its general partner


By: Adams Street Partners, LLC, its member

DocuSigned by:  
  
By: C24EDE5EEFAB0486  
Name: Eric R. Mansell  
Title: Executive Vice President

By: ADAMS STREET PRIVATE CREDIT FUND II GP LP, its member

By: Adams Street Private Credit Fund GP-GP LLC, its general partner

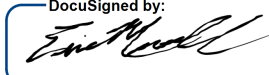
By: Adams Street Partners, LLC, its member

DocuSigned by:  
  
By: C24EDE5EEFAB0486  
Name: Eric R. Mansell  
Title: Executive Vice President

**LENDERS:**

**ASP SPC II FACILITATION LLC, as a Lender**


By: ASP SR PRIVATE CREDIT FUND II-A LP, its member  
By: Adams Street Private Credit Fund II GP LP, its  
general partner  
By: Adams Street Private Credit Fund GP-GP LLC, its  
general partner  
By: Adams Street Partners, LLC, its member

DocuSigned by:  
 /  
By: \_\_\_\_\_  
C24FDE6EFAB0486...  
Name: Eric R. Mansell  
Title: Executive Vice President

By: ASP SR PRIVATE CREDIT FUND II-B LP, its member  
By: Adams Street Private Credit Fund II GP LP, its  
general partner  
By: Adams Street Private Credit Fund GP-GP LLC, its  
general partner  
By: Adams Street Partners, LLC, its member

DocuSigned by:  
 /  
By: \_\_\_\_\_  
C24EDE6EFAB0486...  
Name: Eric R. Mansell  
Title: Executive Vice President

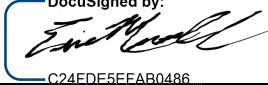
By: ASP SR PRIVATE CREDIT FUND II-C LP, its member  
By: Adams Street Private Credit Fund II GP LP, its  
general partner  
By: Adams Street Private Credit Fund GP-GP LLC, its  
general partner  
By: Adams Street Partners, LLC, its member

DocuSigned by:  
 /  
By: \_\_\_\_\_  
C24FDE6EFAB0486...  
Name: Eric R. Mansell  
Title: Executive Vice President

**LENDERS:**

**ASP PC HOLDINGS LLC**, as a Lender

By: Adams Street Partners, LLC, its member

By:  /  
C24FEDE5EFA80486  
Name: Eric R. Mansell  
Title: Executive Vice President



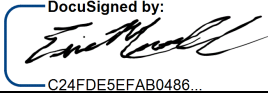
**LENDERS:**

**ADAMS STREET (KOC) LLC, as a Lender**

By: Adams Street Credit Advisors LP, its manager

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:  /  
C24FDE5EFAB0486...  
Name: Eric R. Mansell  
Title: Executive Vice President

**LENDERS:**

**ADAMS STREET PRIVATE INCOME FUND  
LP, as a Lender**

By: ASP PIF GP Management LP, its general partner  
By: Adams Street Private Credit Fund GP-GP LLC, its  
general partner  
By: Adams Street Partners, LLC, its managing member

DocuSigned by:  
  
By: \_\_\_\_\_ /  
C24EDE5EEFAB0486  
Name: Eric R. Mansell  
Title: Executive Vice President


**LENDERS:**

**ADAMS STREET SHBNPP US SENIOR  
SECURED FUND LP, as a Lender**

By: ASP SHBNPP GP MANAGEMENT LP, its general partner

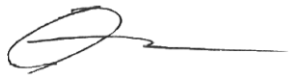
By: Adams Street Private Credit Fund GP-GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:  /  
Name: Eric R. Mansell  
Title: Executive Vice President

**LENDERS:**

Madison Capital Funding LLC, as a Lender

By:  \_\_\_\_\_

Name: Curtis Krumreich

Title: Vice President

**LENDERS:**

**AGL LOAN INVESTMENTS  
CORPORATION**, as a Lender

By: Varagon Capital Partners, L.P., its attorney-  
in-fact

By:   
Name: Michael Blumberg  
Title: Managing Director

**US MML PORTFOLIO V OF GLOBAL  
INVESTMENT FUND I**, as a Lender

By: Varagon Capital Partners, L.P., its attorney-  
in-fact

By:   
Name: Michael Blumberg  
Title: Managing Director

**LENDERS:**


BLUE EAGLE 2019-1, LTD, as a Lender

By:   
\_\_\_\_\_  
Name: Timothy Lower  
Title: Authorized Signor

BLUE EAGLE 2020-1B, LLC, as a Lender

By:   
\_\_\_\_\_  
Name: Timothy Lower  
Title: Authorized Signor

WILLOW TREE FUND I, LP, as a Lender

By:   
\_\_\_\_\_  
Name: Timothy Lower  
Title: Authorized Signor

WT FUND I-SPV1, LLC, as a Lender

By:   
\_\_\_\_\_  
Name: Timothy Lower  
Title: Authorized Signor

**Schedule 1.01(a)  
Commitments**

| <b>Lender</b>                                 | <b>Term Loan<br/>Commitment</b> | <b>%</b>    | <b>Revolving Credit<br/>Commitment</b> | <b>%</b>    | <b>DDTL<br/>Commitment</b> | <b>%</b>    | <b>Total<br/>Commitment</b> |
|-----------------------------------------------|---------------------------------|-------------|----------------------------------------|-------------|----------------------------|-------------|-----------------------------|
| Audax Direct Lending Solutions Fund-A, L.P    | \$40,373,046.16                 | 25.23%      | \$6,285,181.18                         | 25.14%      | \$5,028,144.94             | 25.14%      | \$51,686,372.28             |
| Audax Direct Lending Solutions Fund-C, L.P    | \$6,527,249.42                  | 4.08%       | \$1,016,146.89                         | 4.06%       | \$812,917.51               | 4.06%       | \$8,356,312.82              |
| Audax Direct Lending Solutions Fund-D, L.P    | \$7,699,704.42                  | 4.81%       | \$1,198,671.93                         | 4.79%       | \$958,937.55               | 4.79%       | \$9,857,313.90              |
| ASP PC II Direct Funding LLC                  | \$14,145,077.72                 | 8.84%       | \$2,833,333.33                         | 11.33%      | \$1,942,857.14             | 9.71%       | \$18,921,268.19             |
| ASP SPC II Facilitation LLC                   | \$28,290,155.44                 | 17.68%      | \$5,666,666.67                         | 22.67%      | \$3,885,714.29             | 19.43%      | \$37,842,536.40             |
| ASP PC Holdings LLC                           | \$5,658,031.09                  | 3.54%       |                                        |             | \$777,142.86               | 3.89%       | \$6,435,173.95              |
| Adams Street (KOC) LLC                        | \$1,414,507.77                  | 0.88%       |                                        |             | \$194,285.71               | 0.97%       | \$1,608,793.48              |
| Adams Street Private Income Fund LP           | \$2,829,015.54                  | 1.77%       |                                        |             |                            |             | \$2,829,015.54              |
| Adams Street SHBNPP US Senior Secured Fund LP | \$2,263,212.44                  | 1.41%       |                                        |             |                            |             | \$2,263,212.44              |
| Madison Capital Funding LLC                   | \$21,500,000.00                 | 13.44%      | \$3,400,000.00                         | 13.60%      | \$2,700,000.00             | 13.50%      | \$27,600,000.00             |
| AGL Loan Investments Corporation              | \$5,920,289.85                  | 3.70%       | \$936,231.89                           | 3.74%       | \$743,478.26               | 3.72%       | \$7,600,000                 |
| US MML Portfolio V                            | \$15,579,710.15                 | 9.74%       | \$2,463,768.11                         | 9.86%       | \$1,956,521.74             | 9.78%       | \$20,000,000.00             |
| WT Fund I – SPV I, LLC                        | \$1,300,000.00                  | 0.81%       |                                        |             |                            |             | \$1,300,000.00              |
| Willow Tree Fund I, LLC                       |                                 |             | \$1,200,000.00                         | 4.80%       |                            |             | \$1,200,000.00              |
| Blue Eagle 2019-1, Ltd.                       | \$3,033,333.33                  | 1.90%       |                                        |             | \$466,666.67               | 2.33%       | \$3,500,000.00              |
| Blue Eagle 2020-1B, LLC                       | \$3,466,666.67                  | 2.17%       |                                        |             | \$533,333.33               | 2.67%       | \$4,000,000.00              |
| <b>Total</b>                                  | <b>\$160,000,000</b>            | <b>100%</b> | <b>\$25,000,000</b>                    | <b>100%</b> | <b>\$20,000,000</b>        | <b>100%</b> | <b>\$205,000,000</b>        |

**Schedule 8.04  
Litigation**

None.



**Schedule 8.10**  
**Tax Returns and Payments**

1. The Credit Parties intend to voluntarily remediate past underpaid sales and use taxes, which, based on the information available to the Credit Parties on the Closing Date, is expected to be in the range of \$1,000,000 to \$1,500,000.

**Schedule 8.12  
Subsidiaries**

| Credit Party                   | Subsidiary / Joint Venture Name                                                               | Ownership Interest |
|--------------------------------|-----------------------------------------------------------------------------------------------|--------------------|
| USME Intermediate LLC          | USME Holdings LLC<br>(ORG USME Buyer, LLC,<br>following its merger with USME<br>Holdings LLC) | 100%               |
| USME Holdings LLC <sup>1</sup> | ORG USME Buyer, LLC                                                                           | 100%               |
| ORG USME Buyer, LLC            | US Med-Equip, LLC                                                                             | 100%               |
|                                | Medical Support Products, Inc.                                                                | 100%               |
|                                | Martab Physicians & Hospital<br>Supply Co.                                                    | 100%               |

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<sup>1</sup> To be merged into ORG USME Buyer, LLC, on the Closing Date, with ORG USME Buyer, LLC, as the surviving entity.

**Schedule 8.15  
Real Property**

| <b>Credit Party</b> | <b>Location</b>                    |                   |                   | <b>Owned / Leased</b> | <b>Landlord</b>                     |
|---------------------|------------------------------------|-------------------|-------------------|-----------------------|-------------------------------------|
| US Med-Equip, LLC   | 102 Oxmoor Rd., Suites 128 and 130 | Birmingham        | Alabama 35209     | Leased                | George W. Barber, Jr.               |
| US Med-Equip, LLC   | 2465 W. 12th Street                | Tempe             | Arizona 85281     | Leased                | BKM Hohokam 250, LLC                |
| US Med-Equip, LLC   | 29 Collins Industrial Place        | North Little Rock | Arkansas 72113    | Leased                | Haas Properties, LLC                |
| US Med-Equip, LLC   | 580 E. Burgess Road                | Pensacola         | Florida 32504     | Leased                | CBCC, LLC                           |
| US Med-Equip, LLC   | 3357 Copter Road                   | Pensacola         | Florida 32514     | Leased                | G&L Properties USA, LLC             |
| US Med-Equip, LLC   | 1325 NW 53rd Ave Suite A/B         | Gainesville       | Florida 32609     | Leased                | Southern Equity Investments, Inc.   |
| US Med-Equip, LLC   | 7414 Kingspointe Parkway           | Orlando           | Florida 32819     | Leased                | Colfin 2016-2 Industrial Owner, LLC |
| US Med-Equip, LLC   | 3110 Cherry Palm Drive             | Tampa             | Florida 33619     | Leased                | WPT Land 2 LP                       |
| US Med-Equip, LLC   | 6950 Phillips Hwy.                 | Jacksonville      | Florida 32216     | Leased                | Phillips Hwy Commerce Park, LLC     |
| US Med-Equip, LLC   | 5311 Northwest 108 Ave             | Sunrise           | Florida 33351     | Leased                | Gallagher Properties, LLC           |
| US Med-Equip, LLC   | 6090 Dawson Blvd                   | Norcross          | Georgia 30093     | Leased                | GA Circle 182, LLC                  |
| US Med-Equip, LLC   | 14803 W 95th Street                | Lenexa            | Kansas 66215      | Leased                | Kansas Industrial No. 1 LP          |
| US Med-Equip, LLC   | 11001 Bluegrass Parkway            | Louisville        | Kentucky 40229    | Leased                | KAS Commonwealth, LLC               |
| US Med-Equip, LLC   | 16 West 23rd Road                  | Kenner            | Louisiana 70062   | Leased                | G Squared Properties, Inc.          |
| US Med-Equip, LLC   | 205 Brents Loop                    | Scott             | Louisiana 70583   | Leased                | G Squared Properties, Inc.          |
| US Med-Equip, LLC   | 4418 Viking Loop                   | Bossier City      | Louisiana 71111   | Leased                | G Squared Properties, Inc.          |
| US Med-Equip, LLC   | 13726 Shoreline Court East         | Earth City        | Missouri 63045    | Leased                | Plaza Properties Company, L.L.C.    |
| US Med-Equip, LLC   | 119 Marketridge Drive              | Ridgeland         | Mississippi 39157 | Leased                | Business Park Partnership, L.P.     |
| US Med-Equip, LLC   | 11937 Portal Road #106             | La Vista          | Nebraska 68128    | Leased                | KNACCK Properties, LLC              |

| <b>Credit Party</b> | <b>Location</b>              |               |                      | <b>Owned / Leased</b> | <b>Landlord</b>                                                                                                   |
|---------------------|------------------------------|---------------|----------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------|
| US Med-Equip, LLC   | 5901 Pan American Freeway NE | Albuquerque   | New Mexico 87109     | Leased                | I&J Investments, LLC                                                                                              |
| US Med-Equip, LLC   | 1002 NW 80th Street          | Oklahoma City | Oklahoma 73114       | Leased                | T&D King Investments, LLC                                                                                         |
| US Med-Equip, LLC   | 100 Northeast Dr.            | Columbia      | South Carolina 29203 | Leased                | B.H. Investments, LLC                                                                                             |
| US Med-Equip, LLC   | 1680 Century Center Parkway  | Memphis       | Tennessee            | Leased                | Taurus USLF 181 1680 Century Center Parkway, LLC (as successor-in-interest to Windsor at Century Center 1680 LLC) |
| US Med-Equip, LLC   | 1655 Murfreesboro Road       | Nashville     | Tennessee 37217      | Leased                | ROIB Focal Pointe, LLC                                                                                            |
| US Med-Equip, LLC   | 4028 Papermill Drive         | Knoxville     | Tennessee 37909      | Leased                | Papermill Center Properties, LLC                                                                                  |
| US Med-Equip, LLC   | 6007 43rd Street Suite E     | Lubbock       | Texas 79407          | Leased                | 43rd Street Warehouse Properties, Rogers Warehouse, LLC                                                           |
| US Med-Equip, LLC   | 7028 Gessner Road            | Houston       | Texas 77040          | Leased                | G Squared Properties, Inc.                                                                                        |
| US Med-Equip, LLC   | 900 South Loop West          | Houston       | Texas 77054          | Leased                | Plaza Del Oro Green, LP                                                                                           |
| US Med-Equip, LLC   | 805 W. Carrier Pkwy          | Grand Prairie | Texas 75050          | Leased                | Carrier Partners, Ltd.                                                                                            |
| US Med-Equip, LLC   | 317 E. Cedar Ave.            | McAllen       | Texas 78501          | Leased                | Barbado Properties, Ltd.                                                                                          |
| US Med-Equip, LLC   | 5400 Suncrest Drive          | El Paso       | Texas 79912          | Leased                | Sol Ventures, Ltd.                                                                                                |
| US Med-Equip, LLC   | 6856 Alamo Downs Parkway     | San Antonio   | Texas 78238          | Leased                | G&I VII Interwest Business LP (Weingarten Realty Investors)                                                       |
| US Med-Equip, LLC   | 600 Lemens Ave Suite 200     | Hutto         | Texas 78634          | Leased                | Wall to Wall Properties                                                                                           |
| US Med-Equip, LLC   | 8964 Kirby Drive             | Houston       | Texas 77054          | Leased                | Kirby SPE, LLC                                                                                                    |

| <b>Credit Party</b>                    | <b>Location</b>              |             |                     | <b>Owned / Leased</b> | <b>Landlord</b>                                                             |
|----------------------------------------|------------------------------|-------------|---------------------|-----------------------|-----------------------------------------------------------------------------|
| US Med-Equip, LLC                      | 9415-C Altee Commerce Blvd.  | Ashland     | Virginia 23005      | Leased                | Atlee Commerce Center I, LLC                                                |
| Medical Support Products, Inc.         | Koser Road                   | Lititz      | Pennsylvania 17543  | Leased                | WAR, LP                                                                     |
| Martab Physicians & Hospital Supply Co | 1500 Caton Center Drive      | Baltimore   | Maryland 21227      | Leased                | St. John Properties, Inc.                                                   |
| Martab Physicians & Hospital Supply Co | 175-T New Boston Street      | Woburn      | Massachusetts 01801 | Leased                | Cummings Properties, LLC                                                    |
| Martab Physicians & Hospital Supply Co | 40 Boroline Road             | Allendale   | New Jersey 07401    | Leased                | Allendale Associates                                                        |
| Martab Physicians & Hospital Supply Co | 405 Bloomfield Drive         | West Berlin | New Jersey 08091    | Leased                | Associates, LP (as assignee of The Bloom Organization of South Jersey, LLC) |
| Martab Physicians & Hospital Supply Co | 950-1020 Taylor Station Road | Gahanna     | Ohio 43230          | Leased                | Donald R. Kenney and Company Realty, LLC                                    |
| Martab Physicians & Hospital Supply Co | 20 North Mall                | Plainview   | New York 11803      | Leased                | C&S Properties Limited Partnership                                          |
| Martab Physicians & Hospital Supply Co | 50 Abele Road                | Bridgeville | Pennsylvania 15017  | Leased                | Laurel Abele, L.P.                                                          |

**Schedule 8.18**  
**Security Documents, Perfection Matters**

UCC Filings

| <b>Credit Party</b>                     | <b>Filing Requirement<br/>Or Other Action</b> | <b>Filing Office</b>                                 |
|-----------------------------------------|-----------------------------------------------|------------------------------------------------------|
| ORG USME Buyer, LLC                     | UCC-1 Financing Statement                     | Delaware Secretary of State                          |
| USME Holdings LLC                       | UCC-1 Financing Statement                     | Delaware Secretary of State                          |
| USME Intermediate LLC                   | UCC-1 Financing Statement                     | Delaware Secretary of State                          |
| US Med-Equip, LLC                       | UCC-1 Financing Statement                     | Texas Secretary of State                             |
| Medical Support Products, Inc.          | UCC-1 Financing Statement                     | Pennsylvania Department of State                     |
| Martab Physicians & Hospital Supply Co. | UCC-1 Financing Statement                     | New Jersey Division of Revenue & Enterprise Services |

Patent and Trademark Filings

Grant of Security Interest in Trademark Rights, among Collateral Agent, US Med-Equip, LLC, and Martab Physicians & Hospital Supply Co., dated as of the date hereof.

Copyright Filings

Grant of Security Interest in Copyright Rights, between Collateral Agent and US Med-Equip, LLC, dated as of the date hereof.

**Schedule 8.24  
Insurance**

| <b>Credit Party</b> | <b>Insurance Provider</b>                        | <b>Policy Number</b>                        | <b>Policy Type</b>                            | <b>Description of Coverage and Amounts</b>                                                                                                                                         |
|---------------------|--------------------------------------------------|---------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| US Med-Equip, LLC   | Federal Insurance Company                        | 36042543                                    | Commercial General Liability                  | \$1,000,000 each occurrence<br>\$1,000,000 damage to rented premises<br>\$15,000 medical expenses per person<br>\$1,000,000 personal injury<br>\$2,000,000 general aggregate limit |
|                     |                                                  | 73595711                                    | Automobile Liability                          | \$1,000,000 combined single limit per accident                                                                                                                                     |
|                     |                                                  | 79884827                                    | Umbrella Liability                            | \$10,000,000 each occurrence<br>\$10,000,000 aggregate limit                                                                                                                       |
|                     |                                                  | 9949-55-35 (Primary)<br>9363-40-67 (Excess) | Professional Liability                        | \$5,000,000 aggregate limit                                                                                                                                                        |
|                     |                                                  | 36042543                                    | Blanket Business Personal Property            | Business personal property, business interruption and equipment breakdown coverages per location with sublimits for earthquake and wind/hail damage                                |
| US Med-Equip, LLC   | Chubb Indemnity Insurance Company                | 71754976                                    | Workers Compensation and Employers' Liability | \$1,000,000 each accident<br>\$1,000,000 disease each employee<br>\$1,000,000 disease aggregate limit                                                                              |
| US Med-Equip, LLC   | Travelers Casualty and Surety Company of America | 106501228                                   | Cyber Liability                               | \$5,000,000 limit                                                                                                                                                                  |
| US Med-Equip, LLC   | Lloyd's London                                   | 511016                                      | Excess Cyber Liability                        | \$5,000,000 in excess of \$5,000,000 primary limit                                                                                                                                 |

**Schedule 8.25  
Other Indebtedness**

None.



**Schedule 8.26  
Bank Accounts**

| <b>Credit Party:</b>                    | <b>Depository Bank/Security Intermediary:</b> | <b>Account Number:</b> | <b>Address of Depository Bank/Securities Intermediary:</b> | <b>Account Purpose:</b>                                                | <b>Excluded (Y/N)</b> |
|-----------------------------------------|-----------------------------------------------|------------------------|------------------------------------------------------------|------------------------------------------------------------------------|-----------------------|
| Martab Physicians & Hospital Supply Co. | Provident Bank                                | 980900096              | 21 Washington Ave.<br>Dumont, New Jersey 07628             | Checking (Operating Account)                                           | Y                     |
| US Med-Equip, LLC                       | Cadence Bank                                  | 5500169999             | 1108 Hwy 182 East<br>Starkville, MS 39759                  | Deposit Account (Operating Account - collections)                      | N                     |
| US Med-Equip, LLC                       | Cadence Bank                                  | 5500169718             | 1108 Hwy 182 East<br>Starkville, MS 39759                  | Disbursement Account                                                   | N                     |
| Medical Support Products, Inc.          | Cadence Bank                                  | 5500213011             | 1108 Hwy 182 East<br>Starkville, MS 39759                  | Operating Account (for customers that have not migrated to 5500269999) | Y                     |
| ORG USME Buyer, LLC                     | Cadence Bank                                  | 5500213029             | 1108 Hwy 182 East<br>Starkville, MS 39759                  | Operating Account                                                      | Y                     |

**Schedule 9.14**  
**Post-Closing Actions**

1. The Borrower shall deliver to the Administrative Agent within sixty (60) days of the Closing Date (or such longer period as agreed to by the Administrative Agent in its sole discretion), endorsements naming the Administrative Agent or the Collateral Agent as additional insured or loss payee, to the extent required under Section 9.03 of the Credit Agreement, with respect to the insurance of Holdings and its Restricted Subsidiaries required to be maintained pursuant to Section 9.03 of the Credit Agreement.
2. Each Credit Party, as applicable, shall use its commercially reasonable efforts to obtain as soon as practicable after the date hereof with respect to each location set forth in Schedules 2(a), (b), (d), (e) and (g) of the perfection certificate delivered on the Closing Date, a landlord lien waiver or collateral access agreement or bailee letter, as applicable, in form and substance reasonably satisfactory to the Collateral Agent.
3. Promptly, and in any event within one hundred twenty (120) days of the Closing Date, each Credit Party, as applicable, shall deliver to the Collateral Agent springing account control agreements with respect to all deposit and securities accounts constituting Collateral existing as of the Closing Date.
4. Promptly, and in any event within fourteen (14) days (or such longer period as agreed to by the Administrative Agent in its sole discretion) after the Closing Date, the Borrower shall have delivered to the Collateral Agent any stock certificates, together with corresponding stock powers undated in blank, necessary to perfect the Collateral Agent's security interest in any Pledged Stock (as defined in the Security Pledge Agreement).
5. Promptly, and in any event within fourteen (14) days (or such longer period as agreed to by the Administrative Agent in its sole discretion) after the Closing Date, the Borrower shall have delivered to the Collateral Agent any promissory notes, together with corresponding endorsements, necessary to perfect the Collateral Agent's security interest in any Pledged Notes (as defined in the Security Pledge Agreement).

**Schedule 10.01  
Indebtedness**

None.

**Schedule 10.02**  
**Liens**

1. Lien in respect of existing equipment financing provided to US Med-Equip, LLC, by Phillips Medical Capital, LLC, evidenced by Texas UCC-1 Financing Statement # 20-0044630322.

**Schedule 10.05  
Investments**

None.

**Schedule 10.09**  
**Affiliate Transactions**

None.

**Schedule 13.02**  
**Addresses for Notices**

If to a Credit Party:

c/o ORG USME Buyer, LLC  
7028 Gessner Road  
Houston, Texas 77040  
Attention: Gurmit Bhatia  
Email: [gurmit@usmedequip.com](mailto:gurmit@usmedequip.com)

with a copy to:

Morgan, Lewis & Bockius LLP  
101 Park Avenue  
New York, New York 10178  
Attention: Patricia Brennan  
Email: [patricia.brennan@morganlewis.com](mailto:patricia.brennan@morganlewis.com)

with a copy to:

c/o Freeman Spogli & Co.  
11100 Santa Monica Blvd., Suite 1900  
Los Angeles, CA 90025  
Attention: John Hwang  
Email: [jhwang@freemanspogli.com](mailto:jhwang@freemanspogli.com)

If to Administrative Agent:

Audax Private Debt LLC  
101 Huntington Avenue, 25th Floor  
Boston, MA 02119  
Attention: General Counsel  
Telecopier No.: (617) 859-1600  
E-Mail: [DLSFinance@audaxgroup.com](mailto:DLSFinance@audaxgroup.com)

with a copy to:

Cortland Capital Market Services LLC  
225 W. Washington Street, 9th Floor  
Chicago, Illinois 60606  
Attention: Lisa Schultz  
Telecopier No.: (312) 564-5083  
E-Mail: [audaxagency@alterdomus.com](mailto:audaxagency@alterdomus.com)

**FORM OF ASSIGNMENT AND ACCEPTANCE**

This ASSIGNMENT AND ACCEPTANCE, dated as of [●], 20[●] and effective as of the Effective Date (as defined below) (this “*Assignment and Acceptance*”) is between the Assignor identified on Schedule 1 hereto (the “*Assignor*”) and the Assignee identified on Schedule 1 hereto (the “*Assignee*”). Reference is made to the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein and in the Schedule hereto shall have the meanings provided in the Credit Agreement.

1. The Assignor and the Assignee agree as follows:

2. In accordance with the terms of Section 13.06 of the Credit Agreement, the Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule 1 hereto (the “*Assigned Interest*”) in and to the Assignor’s rights and obligations under the Credit Agreement and the other Credit Documents with respect to those Commitments contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an “*Assigned Commitment*”; collectively, the “*Assigned Commitments*”), in a principal amount for each such Commitment (the “*Assigned Facilities*”) as set forth on Schedule 1 hereto.

3. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Credit Document or any other instrument or document furnished pursuant thereto, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, any of its Subsidiaries or any other Credit Party or the performance or observance by the Borrower, any of its Subsidiaries or any other Credit Party of any of their respective obligations under the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any promissory notes held by it evidencing the Assigned Facilities (“*Notes*”) and (i) requests that the Collateral Agent, upon request by the Assignee, exchange the attached Notes for a new Note or Notes payable to the Assignee and (ii) if the Assignor has retained any interest in the Assigned Facilities, requests that the Collateral Agent exchange the attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).



4. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Section 9.01 thereof or referred to in Section 8.09 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (c) agrees that it will, independently and without reliance upon the Assignor, 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 the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to such Agent by the terms thereof, together with such powers as are incidental thereto; (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 5.04 of the Credit Agreement; [and] (f) [confirms that it is not an Excluded Transferee][confirms that it is an Excluded Transferee [that has been provided written consent by the Borrower][that does not require the consent of the Borrower] and is otherwise an eligible assignee under Section 13.06 of the Credit Agreement]; [and] (g) [confirms that it is not a Sponsor Permitted Assignee or Independent Debt Fund Affiliate][confirms that it is [a Sponsor Permitted Assignee][an Independent Debt Fund Affiliate] [that has been provided written consent by the Borrower][that does not require the consent of the Borrower] and is otherwise an eligible assignee under Section 13.06 of the Credit Agreement]; [and (h) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty].<sup>1</sup>

5. The effective date of this Assignment and Acceptance shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five (5) Business Days after the date of such acceptance and recording by the Administrative Agent).

6. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

7. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the other Credit Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement; provided, however, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of the Credit Agreement.

8. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

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<sup>1</sup> To the extent required under the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed as of the date first above written by their respective Authorized Officers on Schedule 1 hereto.

*[Signature Pages Follow]*

Schedule 1  
to Assignment and Acceptance

Name of Assignor: \_\_\_\_\_

Name of Assignee: \_\_\_\_\_

Effective Date of Assignment: \_\_\_\_\_

| Credit<br>Facility Assigned | Principal<br>Amount Assigned | Commitment Percentage Assigned |
|-----------------------------|------------------------------|--------------------------------|
| _____                       | \$ _____                     | ____._____%                    |

[Name of Assignor]

[Name of Assignee]

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

Accepted and Consented to:

AUDAX PRIVATE DEBT LLC,  
as Administrative Agent

[Consented To:<sup>2</sup>

ORG USME BUYER, LLC, a Delaware limited  
liability company,  
as Borrower]

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

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<sup>2</sup> To the extent required under the Credit Agreement.

**FORM OF COMPLIANCE CERTIFICATE**

[●], 20[●]

This certificate is delivered pursuant to Section 9.01(d) of that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein and in the Attachments hereto shall have the meanings provided in the Credit Agreement. The officer executing this certificate is an Authorized Officer of Holdings and as such is making such certifications on behalf of Holdings and not in an individual capacity.

Holdings hereby certifies, on behalf of the Credit Parties, that as of the date hereof [no Default or Event of Default has occurred and is continuing] [a Default/an Event of Default has occurred and set forth on Attachment 4 are the details specifying such Default or Event of Default and the action taken or to be taken with respect thereto].

Holdings hereby further certifies as of the date hereof, on behalf of the Credit Parties, that as of \_\_\_\_\_, 20\_\_\_\_ (the “*Computation Date*”):

(1) **The Total Net Leverage Ratio on the last day of the Computation Period (as defined below) was \_\_\_\_\_ to 1.00, as computed on Attachment 1 hereto. The Total Net Leverage Ratio as of the last day of the Computation Period must be less than or equal to \_\_\_\_\_ to 1.00 pursuant to Section 10.13 of the Credit Agreement.**

(2) **All of the financial information set forth in the attachments hereto pursuant to Section 9.01 of the Credit Agreement for the Computation Period that are required to be prepared in accordance with GAAP have been prepared in accordance with GAAP consistently applied throughout the period covered thereby or otherwise identifying any modification on such application of GAAP, except with respect to any Permitted Acquisition for periods prior to closing thereof, as otherwise expressly noted therein. All of the financial information described in the immediately preceding sentence presents fairly in all material respects the financial position and results of operations of Holdings and its Restricted Subsidiaries at the respective dates of such information and for the respective periods covered thereby, subject in the case of unaudited financial information, to changes resulting from normal year end audit adjustments, the absence of footnotes and compliance with purchase accounting rules and requirements.**

(3) **Attachment 2 hereto contains a written supplement substantially in the form of Schedules 2, 3, 4 and 5, as applicable, to the Security Pledge Agreement with respect to any**

**additional assets and property, in each case with a value in excess of the applicable limitations set forth in the Security Pledge Agreement, acquired by any Credit Party after the Closing Date or the previous Computation Date (as the case may be), all in reasonable detail.**

**(4) [Attachment 5 hereto contains a correct calculation of Consolidated Excess Cash Flow (including a calculation of the prepayment due pursuant to Section 5.02(a)(i) of the Credit Agreement).]<sup>3</sup>**

*[Remainder of page intentionally left blank]*

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<sup>3</sup> To be included in each Compliance Certificate delivered concurrently with the delivery of the financial information pursuant to Section 9.01(c) of the Credit Agreement, beginning with the Compliance Certificate delivered for the fiscal year ending December 31, 2021.

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date first above written.

**USME INTERMEDIATE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

TOTAL NET LEVERAGE RATIO

AS OF \_\_\_\_\_, 20\_\_ (THE "COMPUTATION DATE")  
FOR THE TEST PERIOD ENDING ON THE  
COMPUTATION DATE (THE "COMPUTATION PERIOD")

A. Consolidated Total Debt outstanding on the Computation Date:

(1) Consolidated Total Debt: The outstanding principal amount of all Funded Debt as of the Computation Date (which, in the case of the Revolving Credit Loans, shall be deemed to equal the Revolving Credit Loans outstanding plus any Unpaid Drawing in respect of which no Revolving Credit Loan has been made) ..... \$ \_\_\_\_\_

(2) The aggregate amount of unrestricted cash and Cash Equivalents of up to \$30,000,000 held by Holdings and its Restricted Subsidiaries on the Computation Date in deposit or securities accounts subject to Control Agreements<sup>4</sup> ..... \$ \_\_\_\_\_

(3) Item (A)(1) minus Item (A)(2)..... \$ \_\_\_\_\_

B. Consolidated Adjusted EBITDA for the Computation Period:

(1) The amount set forth in Item (C) of Attachment 3 to this Compliance Certificate..... \$ \_\_\_\_\_

C. Total Net Leverage Ratio on the Computation Date: The ratio of Item (A)(3) to Item (B)(1)..... \_\_\_\_ : 1.00

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<sup>4</sup> Additional cash and Cash Equivalents of up to \$30,000,000 shall be permitted to be deducted in the calculation of Total Net Leverage Ratio notwithstanding that such cash and Cash Equivalents are not subject to a Control Agreement for a period of one hundred eighty (120) days after the Closing Date (or such longer period as the Collateral Agent may agree in its sole discretion).



UPDATES/SUPPLEMENTS TO CERTAIN SCHEDULES

A written supplement substantially in the form of Schedules 2, 3, 4 and 5, as applicable, to the Security Pledge Agreement with respect to any additional assets and property, in each case with a value in excess of the applicable limitations set forth in the Security Pledge Agreement, acquired by any Credit Party after the Closing Date as of the previous Computation Date (as the case may be), all in reasonable detail.

CONSOLIDATED ADJUSTED EBITDA

As of \_\_\_\_\_, 20\_\_ (the "**Computation Date**")  
for the Test Period ending on the  
Computation Date (the "**Computation Period**")

I. Consolidated Adjusted EBITDA for the Computation Period: an amount determined for Holdings and its Restricted Subsidiaries on a consolidated basis equal to:

A. Consolidated Net Income: the consolidated net income (or deficit) of Holdings and its Restricted Subsidiaries, after eliminating therefrom all extraordinary (as defined in accordance with GAAP prior to giving effect to FASB ASU 2015-1) nonrecurring items of income (or loss); provided that there shall be excluded (i) the income (or loss) of any Person (other than consolidated Restricted Subsidiaries of Holdings) in which any Person (other than Holdings or any of its consolidated Restricted Subsidiaries) has a minority interest to the extent that the declaration of payments or dividends or similar distributions by such Person in which such other Person has a minority interest of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment or Applicable Law, (ii) the income (or loss) of any Person accrued prior to the date it becomes a consolidated Restricted Subsidiary of Holdings or is merged into or consolidated with Holdings or any of its consolidated Restricted Subsidiaries or such Person's assets are acquired by Holdings or any of its consolidated Restricted Subsidiaries, and (iii) the income (or loss) of any consolidated Restricted Subsidiary of Holdings to the extent that the declaration or payment of dividends or similar distributions by that consolidated Restricted Subsidiary of that income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that consolidated Restricted Subsidiary..... \$ \_\_\_\_\_

B. Without duplication, the following to the extent deducted in calculating such Consolidated Net Income (other than with respect to Item (B)(1), Item (B)(10) and Item (B)(17) below) for the Computation Period, the sum of:

(1) The amount of "run rate" cost savings, operating expense reductions or synergies reasonably expected by the Borrower in its good faith judgment to result from the Transactions, any Specified Transaction, any restructurings, business optimizations, cost savings initiatives and other initiatives occurring after the Closing Date that have been consummated or undertaken, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of Consolidated Adjusted EBITDA; provided, that any such adjustment to Consolidated Adjusted EBITDA may only take into account cost savings, operating expense reductions or synergies (and costs incurred, if applicable) that are (A) reasonably expected to occur from actions taken or expected to be taken within 12 months of

consummation of such transaction or initiative, (B) directly attributable to such transaction or initiative and (C) reasonably identifiable, quantifiable and factually supportable (in each case, of clauses (A) through (C), as identified on a schedule provided to the Administrative Agent and certified by a financial officer of the Borrower in an officer's certificate); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this Item (B)(1) and Items B(7), B(10) and B(17) below, together with the aggregate amount added back pursuant to the second sentence of the definition of "Pro Forma Basis", for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this Item B(1) and Items B(7), B(10) and B(17) below and the second sentence of the definition of "Pro Forma Basis".....

\$ \_\_\_\_\_

(2) Consolidated Interest Expense: the sum of: (a) all interest in respect of Indebtedness (including, without limitation, the interest component of any payments in respect of Capitalized Lease Obligations) accrued or capitalized during the Computation Period (whether or not actually paid during the Computation Period), in each case, to the extent treated as interest in accordance with GAAP, (b) commissions, discounts and other fees and charges owed by Holdings or any of its Restricted Subsidiaries in respect of letters of credit securing financial obligations and bankers' acceptance financings and (c) the net amount payable (or minus the net amount receivable) in respect of Hedging Obligations relating to interest during the Computation Period but excluding unrealized gains and losses with respect to any such Hedging Obligations .....

\$ \_\_\_\_\_

(3) Federal, state and local income tax expense, taxes on profit or capital (including, without limitation, state franchise and similar taxes), and foreign franchise tax and like income tax and sales and use tax remediation payments and the costs, fees and expenses in connection therewith, in each case paid or accrued by the Borrower and its Restricted Subsidiaries for the Computation Period.....

\$ \_\_\_\_\_

(4) Depreciation and amortization expense .....

\$ \_\_\_\_\_

- (5) All non-cash charges, expenses, items and losses, including, without limitation, (A) non-cash adjustments resulting from the application of Accounting Standards Codification 805, 350 or 360, (B) non-cash items for any management equity plan, supplemental executive retirement plan or stock option plan or other type of compensatory plan for the benefit of officers, directors or employees, (C) non-cash restructuring charges or non-cash reserves in connection with the Transactions, any Permitted Acquisition or any permitted investment consummated after the Closing Date, (D) all non-cash losses (minus any non-cash gains) from dispositions, (E) non-cash losses (minus any non-cash gains) with respect to swaps, hedges, and other similar arrangements or instruments, (F) non-cash charges attributable to any post-employment benefits offered to former employees, (G) non-cash asset impairments, (H) the non-cash effects of purchase accounting or similar adjustments required or permitted by GAAP, (I) any non-cash cumulative effect of a change in accounting principles during such period, (J) non-cash impairment gains and losses resulting from any reappraisal, revaluation or write-up or write-down of assets (including the market-to-market of earnouts) and (K) non-cash foreign currency translation losses (or minus gains) with respect to intercompany balances and other non-cash performance losses (or minus gains) relating to any foreign currency fluctuations..... \$ \_\_\_\_\_
- (6) Extraordinary (as defined in accordance with GAAP prior to giving effect to FASB ASU 2015-1) charges, expenses or losses ..... \$ \_\_\_\_\_
- (7) (A) non-recurring or unusual charges, expenses, costs or losses, including but not limited to product category and service offering expansion costs (but excluding Branch Opening Costs), and (B) non-recurring costs, fees and expenses in connection with the establishment and replacement and/or upgrades of new information technology systems, including website development and upgrades to SMARTS 2.0 and the new ERP system; provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this clause B(7) and clause B(1) above and clauses B(10) and B(17) below, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this clause B(7) and clause B(1) above and clauses B(10) and B(17) below and the second sentence of the definition of “Pro Forma Basis” ..... \$ \_\_\_\_\_

- (8) Fees, costs and expenses incurred, or amortization thereof, in connection with the Transactions (including, debt issuance costs, debt discount or premium and other financing fees and expenses) and any related transactions, a Qualifying IPO, Dispositions or sale processes, any Permitted Acquisition, any non-ordinary course Investment or Disposition, any actual or proposed issuance of Indebtedness or issuance, repurchase or redemption of Capital Stock, any Restricted Payment or other transactions permitted under the Credit Documents (or in respect of which the Borrower sought a consent to such transaction), in each case, whether or not consummated (and whether or not permitted under the Credit Agreement or under any other Indebtedness so long as Borrower is seeking an amendment of the Credit Agreement or such other Indebtedness), in each case, to the extent incurred within twelve (12) months after the applicable transaction date (or, if applicable, the termination or abandonment of such contemplated transaction) ..... \$ \_\_\_\_\_
- (9) Any expenses for the Computation Period that are reimbursed during the Computation Period (or are reasonably expected to be so reimbursed within 365 days of the end of the Computation Period to the extent not accrued) by third parties (other than Holdings or any of its Restricted Subsidiaries) ..... \$ \_\_\_\_\_
- (10) Pro forma “run rate” earnings related to each new branch opening occurring during the applicable Test Period plus Branch Opening Costs in an amount equal to (A) \$750,000 for each such new branch opening during such Test Period less (B) if positive, the aggregate Consolidated Adjusted EBITDA of such new branch opening for such Test Period (for the avoidance of doubt, in no event will the amount be a negative number); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this Item B(10) for any period (A) shall not exceed 10% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this Item B(10) and (B) together with amounts added back pursuant to Item B(1) above, Item B(7) above and Item B(17) below, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this Item B(10), Items B(1) and B(7) above and Item B(17) below and the second sentence of the definition of “Pro Forma Basis” ..... \$ \_\_\_\_\_
- (11) (A) Permitted Management Payments to the Sponsor or its Controlled Affiliates during the Computation Period by the Borrower and/or its Restricted Subsidiaries and Restricted Payments permitted to be paid under the Credit Agreement to the extent paid by Holdings or Borrower in cash or accrued during the Computation Period, and (B) directors fees, expenses and indemnities accrued, or to the extent not accrued in any prior period, paid to the directors during the Computation Period by Holdings and its Restricted Subsidiaries..... \$ \_\_\_\_\_

- (12) Non-recurring litigation or claim settlement charges or expenses in an amount not to exceed \$2,000,000 per year ..... \$ \_\_\_\_\_
- (13) [reserved] ..... \$ \_\_\_\_\_
- (14) (A) Fees, costs and expenses related to the Credit Agreement and the other Credit Documents and any amendments, restatements, supplements or modifications thereof and paid or reimbursed to the Agents, any of the Lenders or any third parties paid or engaged by the Agents or any of the Lenders or paid or reimbursed to third parties that are paid or engaged by any of the Credit Parties and (B) one-time fees, costs and expenses related to Hedging Agreements entered into with respect to interest payable under the Credit Agreement..... \$ \_\_\_\_\_
- (15) [reserved] ..... \$ \_\_\_\_\_
- (16) Unamortized fees, costs and expenses previously paid in connection with the repayment of Indebtedness ..... \$ \_\_\_\_\_
- (17) Fees, costs, expenses and charges related to restructuring, integration, business optimization, consolidation, rationalization and similar initiatives, retention, relocation payments and one-time transition costs (with the “one-time” nature of any such transition costs determined on a per transaction basis) (including in connection with a Specified Transaction); provided that the aggregate amount added back to Consolidated Adjusted EBITDA pursuant to this Item (B)(17) and Items (B)(1), B(7) and (B)(10) above, together with the aggregate amount added back pursuant to the second sentence of the definition of “Pro Forma Basis”, for any period shall not exceed 30% of Consolidated Adjusted EBITDA calculated before giving effect to the amount to be added back pursuant to this Item (B)(17), Item (B)(1) above, Item B(7) above, Item (B)(10) above and the second sentence of the definition of “Pro Forma Basis” ..... \$ \_\_\_\_\_
- (18) Any non-cash purchase accounting adjustments in connection with the Transactions, any Permitted Acquisition or permitted non-ordinary course Investment..... \$ \_\_\_\_\_
- (19) Business interruption insurance proceeds received in cash during the Computation Period (to the extent not otherwise included in Consolidated Net Income) or reasonably expected to be received within 365 days of the end of the Computation Period; provided that any amount added back pursuant to this Item (B)(19) for amounts reasonably expected to be received within 365 days of the end of such period shall be added back in the period during which the lost income related to such business interruption insurance proceeds was incurred ..... \$ \_\_\_\_\_
- (20) Any non-cash unrealized hedging losses (or minus gains) ..... \$ \_\_\_\_\_

- (21) The amount by which Consolidated Rental Expense in such period is less than rental expense calculated in accordance with GAAP for such period, to the extent such difference is non-cash..... \$ \_\_\_\_\_
- (22) (A) Any net loss from disposed or discontinued operations (and any costs and expenses related to such disposal or discontinuation) and (B) losses, charges and expenses attributable to asset dispositions (other than dispositions of accounts and inventory (as defined in the applicable UCC)) or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business..... \$ \_\_\_\_\_
- (23) Fees, costs, charges and expenses incurred in connection with any Permitted Acquisition or Investment permitted hereunder that are required by the application of ASC 805 to be and which are expensed by Holdings and its Restricted Subsidiaries (including, without limitation, any such fees, costs, charges and expenses in respect of Earn-Outs, including any losses resulting from the time any such Earn-Outs are booked and the time actually paid) ..... \$ \_\_\_\_\_
- (24) Solely for purposes of determining compliance with the Financial Performance Covenant under Section 10.13 of the Credit Agreement, in respect of any period which includes a contribution of the Cure Amount in connection with the exercise of a Cure Right, the Cure Amount received by Borrower in connection therewith..... \$ \_\_\_\_\_
- (25) Earn-Outs and other contingent consideration obligations (including, without limitation, to the extent accounted for as change of control bonuses) and adjustments thereof and purchase price adjustments, in each case in connection with acquisitions ..... \$ \_\_\_\_\_
- (26) All non-cash preferred dividends ..... \$ \_\_\_\_\_
- (27) Any expense or reduction of net income consisting of Restricted Subsidiary income attributable to minority interests or non-controlling interests of third parties in any non-wholly owned Restricted Subsidiary ..... \$ \_\_\_\_\_
- (28) Amortization or impairment of goodwill and other intangible assets. \$ \_\_\_\_\_
- (29) Severance, recruiting (including executive placement charges) and similar expenses for new or additional management hires not to exceed \$2,000,000 per year ..... \$ \_\_\_\_\_
- (30) Administrative expenses of Holdings not to exceed \$250,000 per year ..... \$ \_\_\_\_\_
- (31) Sum of Item (B)(1) through Item (B)(30)..... \$ \_\_\_\_\_
- (32) Without duplication, to the extent included in calculating Consolidated Net Income:

- (a) Federal, state, local and foreign income tax credits of the Borrower and its Restricted Subsidiaries for the Computation Period ..... \$ \_\_\_\_\_
- (b) All non-recurring non-cash items increasing Consolidated Net Income for the Computation Period (excluding ordinary course reserve accruals and reductions thereof)..... \$ \_\_\_\_\_
- (c) Earnings attributable to Investments in joint ventures and partnerships to the extent not distributed in cash to the Borrower and its Restricted Subsidiaries \$ \_\_\_\_\_
- (d) Non-cash gains resulting from the application of Accounting Standards Codification 805, 350 or 360 \$ \_\_\_\_\_
- (e) Interest income \$ \_\_\_\_\_
- (f) (A) Any expenses not so reimbursed by third parties within the 365 day period set forth in Item (B)(9) and (B) any reimbursements which are made by third parties within the 365 day period set forth in Item (B)(9) to the extent added back to Consolidated Net Income in the prior period \$ \_\_\_\_\_
- (g) Any business interruption insurance proceeds not so received within the 365 day period set forth in Item (B)(19) ..... \$ \_\_\_\_\_
- (33) Sum of Item (B)(32)(a) through Item (B)(32)(g) ..... \$ \_\_\_\_\_
- (34) Item (B)(31) minus Item (B)(33) \$ \_\_\_\_\_

C. Consolidated Adjusted EBITDA for the Computation Period: The sum of Item (A) and Item (B)(34); provided, that Consolidated Adjusted EBITDA shall be calculated on a Pro Forma Basis except for purposes of calculating Consolidated Excess Cash Flow; and provided, further, that, subject to an increase pursuant to the immediately preceding proviso, Consolidated Adjusted EBITDA shall be deemed to be \$4,845,231, \$7,608,958, \$10,157,299, \$15,478,421 and \$5,445,832 and \$6,630,941, respectively, for the fiscal quarters ended September 30, 2019, December 31, 2019, March 31, 2020 and June 30, 2020 and the fiscal months ended July 31, 2020 and August 31, 2020. \$ \_\_\_\_\_



[Attachment 4  
(to \_/\_/\_  
Compliance Certificate)

DETAILS SPECIFYING DEFAULT OR EVENT OF DEFAULT  
AND THE ACTION TAKEN OR TO BE TAKEN WITH RESPECT THERETO]<sup>5</sup>

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<sup>5</sup> This attachment is to be used if a Default or Event of Default is occurring or continuing during the time that the Compliance Certificate is completed.

CONSOLIDATED EXCESS CASH FLOW

AS OF \_\_\_\_\_, 20\_\_ (THE "COMPUTATION DATE")  
FOR THE TEST PERIOD ENDING ON THE  
COMPUTATION DATE (THE "COMPUTATION PERIOD")

A. Consolidated Adjusted EBITDA for the Computation Period:

(1) The amount set forth in Item (C) of Attachment 3 to this Compliance Certificate..... \$ \_\_\_\_\_

B. The sum for the Computation Period (without duplication and to the extent that the following amounts have not already been deducted in determining Consolidated Adjusted EBITDA and are not financed out of proceeds of the transaction or event giving rise to such expenses or charges or otherwise with the proceeds of Indebtedness, issuances of Capital Stock or the Available Amounts Basket) of the following:

(1) The amount set forth in Item (B)(2) of Attachment 3 to this Compliance Certificate that is paid in cash..... \$ \_\_\_\_\_

(2) (A) Scheduled and, to the extent the proceeds of any event giving rise to a mandatory prepayment are included (and not deducted) in the calculation of Consolidated Adjusted EBITDA, mandatory principal payments of Indebtedness (whether at maturity, a scheduled amortization payment, as a result of mandatory sinking fund redemption, mandatory prepayment, acceleration or otherwise) permitted by Section 10.01 of the Credit Agreement (including the Term Loans), (B) any voluntary permanent repayments of Indebtedness, other than the Loans, but only to the extent such Indebtedness so prepaid (1) was permitted to be prepaid under the terms of this Agreement and (2) cannot be re-borrowed or redrawn and such prepayment does not occur in connection with a refinancing of all or a portion of such Indebtedness and (C) payments in cash or accrual in working capital during such period of Earn Outs, holdbacks or other contingent acquisition consideration or working capital adjustments in connection with a Permitted Acquisition, or other Investment pursuant to Section 10.05(u) of the Credit Agreement that constitutes an acquisition that have become due and payable, in each case which is made in the applicable fiscal year or during the period from the end of such fiscal year until the date that the relevant prepayment of the Loans is required under Section 5.02(a)(i) of the Credit Agreement (provided that any amount during such period shall not be deducted from the calculation of Consolidated Excess Cash Flow for the fiscal year during which it is actually paid) ..... \$ \_\_\_\_\_

(3) The amount set forth in Item (B)(3) of Attachment 3 to this Compliance Certificate that is paid in cash..... \$ \_\_\_\_\_

(4) Consolidated Capital Expenditures: The sum of, without duplication, all expenditures made, directly or indirectly, by Holdings and its Restricted Subsidiaries \$ \_\_\_\_\_

during the Computation Period, determined on a consolidated basis in accordance with GAAP, that are or should be reflected as additions to property, plant or equipment or similar items reflected in the consolidated statement of cash flows of Holdings and its Restricted Subsidiaries, or have a useful life of more than one year; provided, however, (a) such expenditures made with respect to a Permitted Acquisition shall not constitute Consolidated Capital Expenditures, (b) the purchase price of equipment that is purchased substantially contemporaneously with the trade-in or sale of similar equipment or with insurance proceeds therefrom shall be included as Consolidated Capital Expenditures only to the extent of the gross amount by which such purchase price exceeds the credit granted by the seller of such equipment for the equipment being traded in at such time or the proceeds of such sale or the amount of such insurance proceeds, as the case may be and (c) Consolidated Capital Expenditures shall not include (i) expenditures made or paid with the net proceeds of amounts paid or contributed directly or indirectly after the Closing Date to Holdings by Sponsor or any of its Controlled Affiliates, other then-existing equityholders and/or their respective Controlled Affiliates, (ii) expenditures to the extent Holdings or its Restricted Subsidiaries are reimbursed in cash by a third party (other than a Credit Party or any Restricted Subsidiary of a Credit Party) during the same period in which such expenditure was made, (iii) expenditures made in connection with the reinvestment of Net Disposition Proceeds as permitted under Section 5.02(a)(iii) of the Credit Agreement or (iv) expenditures made in connection with the reinvestment of Net Casualty Proceeds as permitted under Section 5.02(a)(iv) of the Credit Agreement ...

(5) Expenditures that would be required to be capitalized in accordance with GAAP that do not constitute Consolidated Capital Expenditures, in each case, made in cash during such period (and not financed other than with the proceeds of Revolving Credit Loans) or committed to be made within six (6) months after the end of such period; provided that any such committed Consolidated Capital Expenditures and other expenditures that are actually made after the end of such period and are deducted from Consolidated Excess Cash Flow in such period shall not also reduce Consolidated Excess Cash Flow for the period in which such expenditures are made; provided, further, that to the extent such committed Consolidated Capital Expenditures and other expenditures are not actually made within six (6) months after the end of such period, they shall be included in the calculation of Consolidated Excess Cash Flow for the following period in which Consolidated Excess Cash Flow is calculated.....

\$ \_\_\_\_\_

(6) (i) Amounts paid as consideration to a seller and other amounts paid in cash or accrued in working capital in connection with a Permitted Acquisition or any other Investment permitted under the Credit Agreement, including any deferred purchase price adjustment to be made during the period from the end of the relevant fiscal year until the date that the relevant prepayment of the Loans is required under Section 5.02(a)(i) of the Credit Agreement (provided that any amount during such period shall not be deducted from the calculation of Consolidated Excess Cash Flow for the fiscal year during which it is actually paid) and (ii) Earn-Outs (when paid), in each case, excluding any portion thereof funded with proceeds of Indebtedness or equity issuances

\$ \_\_\_\_\_

- (7) Increases (or minus decreases) in Consolidated Working Capital for such period \$ \_\_\_\_\_
- (8) The amount paid in cash during the Computation Period for all non-cash losses, expenses, accruals and charges which have been included in determining Consolidated Adjusted EBITDA in a prior Computation Period \$ \_\_\_\_\_
- (9) All cash items added back to Consolidated Adjusted EBITDA during such period not otherwise deducted pursuant to this clause (B) \$ \_\_\_\_\_
- (10) Other Investments permitted pursuant to Section 10.05 of the Credit Agreement and Restricted Payments permitted pursuant to Section 10.06 of the Credit Agreement, in each case, paid in cash during such period, or, at the option of Borrower made after such period but prior to the prepayment date applicable to such Computation Period, excluding any portion thereof funded with proceeds of Indebtedness (other than Revolving Credit Loans) or equity issuances \$ \_\_\_\_\_
- (11) The amount by which rental expense calculated in accordance with GAAP for such period exceeds Consolidated Rental Expense for such period, to the extent such difference is non-cash \$ \_\_\_\_\_
- (12) If not deducted in determining Consolidated Adjusted EBITDA, the amounts added back to Consolidated Adjusted EBITDA pursuant to clause (B)(19) of the definition of Consolidated Adjusted EBITDA in Item (B) of Attachment 3 to this Compliance Certificate \$ \_\_\_\_\_
- (13) [reserved] \$ \_\_\_\_\_
- (14) Payments made in connection with Hedging Agreements \$ \_\_\_\_\_
- (15) Cash fees, costs and expenses relating to the Loans, Letters of Credit and the Transactions (other than any fees and expenses funded with the proceeds of the Loans or other long-term Indebtedness (other than the Revolving Credit Loans)) \$ \_\_\_\_\_
- (16) Each non-cash item specified in clause (B)(9) of the definition of Consolidated Adjusted EBITDA in Item (B) of Attachment 3 to this Compliance Certificate during the Computation Period to the extent not reimbursed during such period, in each case, to the extent included as an “add-back” in the calculation of Consolidated Adjusted EBITDA \$ \_\_\_\_\_
- (17) Sum of Item (B)(1) through Item (B)(16)<sup>6</sup> \$ \_\_\_\_\_

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<sup>6</sup> For purposes of calculating reductions or increases to Consolidated Working Capital as provided above in any relevant period during which a Permitted Acquisition or other Investment pursuant to Section 10.05(u) of the Credit Agreement that constitutes an acquisition occurs, the Consolidated Working Capital of the applicable Acquired Entity shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition or other Investment pursuant to Section 10.05(u) of the Credit Agreement that constitutes an acquisition, as applicable. For the avoidance of doubt, Consolidated Excess Cash Flow shall exclude the portion of Consolidated Excess Cash Flow that is attributable to (i) any company or line of business acquired pursuant to a Permitted Acquisition or other Investment pursuant to Section 10.05(u) of the Credit Agreement that constitutes an acquisition permitted thereunder and that accrues prior to the closing date of the applicable Permitted Acquisition or

C. Consolidated Excess Cash Flow: Item(A)(1) minus Item (B)(17)..... \$\_\_\_\_\_

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other Investment pursuant to Section 10.05(u) of the Credit Agreement that constitutes an acquisition permitted thereunder.

Excess Cash Flow Calculation

D. Required Prepayment Amount in Respect of Excess Cash Flow:

- (1) Consolidated Excess Cash Flow: The amount set forth in Item (C) of Attachment 5 to this Compliance Certificate..... \$ \_\_\_\_\_
- (2) Consolidated Adjusted EBITDA: The amount set forth in Item (C) of Attachment 3 to this Compliance Certificate..... \$ \_\_\_\_\_
- (3) Required prepayment percentage (see Section 5.02(a) of the Credit Agreement for percentage) ..... % \_\_\_\_\_
- (4) Required gross prepayment (result of Item (A)(1) multiplied by Item (A)(3) above) ..... \$ \_\_\_\_\_

E.

- (1) The sum of all voluntary prepayment of the Loans (to the extent permitted under the Credit Agreement) made during the Computation Period (in the case of Revolving Credit Loans, to the extent that such voluntary prepayment resulted in corresponding permanent reductions of the Revolving Credit Commitments), and, at Borrower's option, during the period after the end of the Computation Period and before such Consolidated Excess Cash Flow payment is due<sup>7</sup> ..... \$ \_\_\_\_\_
- (2) The sum of cash expended by the Borrower to purchase Term Loans pursuant to Section 2.17 of the Credit Agreement (to the extent permitted thereunder) during the Computation Period and, at Borrower's option, during the period after the end of the Computation Period and before such Consolidated Excess Cash Flow payment is due<sup>8</sup>..... \$ \_\_\_\_\_
- (3) The sum of Item (B)(1) and Item (B)(2) ..... \$ \_\_\_\_\_

F. Required Prepayment Amount in Respect of Excess Cash Flow: Item (A)(4) minus Item (B)(3)..... \$ \_\_\_\_\_

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<sup>7</sup> Any such prepayment made after the end of the Computation Period but before the date such Consolidated Excess Cash Flow payment is due that Borrower elects to deduct from the payment required under this provision in respect of the prior fiscal year shall not reduce Consolidated Excess Cash Flow for the fiscal year in which such payment is made

<sup>8</sup> Any such prepayment made after the end of the Computation Period but before the date such Consolidated Excess Cash Flow payment is due that Borrower elects to deduct from the payment required under this provision in respect of the prior fiscal year shall not reduce Consolidated Excess Cash Flow for the fiscal year in which such payment is made

**FORM OF LETTER OF CREDIT REQUEST**

Cortland Capital Market Services LLC  
225 W. Washington St., 9th Floor  
Chicago, IL 60606  
Attention: Lisa Schutz  
Fax: (312) 564-5083  
Email: audaxagency@alterdomus.com

[•], 20[•]

Ladies and Gentlemen:

This Letter of Credit Request is delivered to you pursuant to Section 3.02(a) of the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

The Borrower hereby requests that on \_\_\_\_\_, 20\_\_ (the “*Date of Issuance*”), the Letter of Credit Issuer [issue a Letter of Credit on \_\_\_\_\_, 20\_\_ in the initial Stated Amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) with an expiration date (“the *Stated Expiry Date*”) of \_\_\_\_\_, 20\_\_] [extend the Stated Expiry Date of Letter of Credit No. \_\_\_\_\_, issued on \_\_\_\_\_, 20\_\_ in the initial Stated Amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to a revised Stated Expiry Date (as defined therein) of \_\_\_\_\_, 20\_\_].

The beneficiary of the requested Letter of Credit will be \_\_\_\_\_<sup>9</sup>.

The Borrower hereby acknowledges for and on behalf of the other Credit Parties that each of the delivery of this Letter of Credit Request and the [issuance of the Letter of Credit] [extension of the Stated Expiry Date of the Letter of Credit] requested hereby constitute a representation and warranty by the Credit Parties that, on such date of [issuance][extension] (at the time of and after giving effect thereto) all the conditions set forth in Section 7.01 of the Credit Agreement have been satisfied in respect of the [issuance of the Letter of Credit][extension of the Stated Expiry Date of the Letter of Credit] requested hereby.

The Borrower agrees that if, prior to the time of the issuance or extension of the Letter of Credit requested hereby, any matter certified to herein by it will not be true and correct in all respects at such time

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<sup>9</sup> Insert name and address of beneficiary.

as if made on the date of such issuance or extension, it will promptly so notify the Administrative Agent. Except to the extent, if any, that prior to the time of the issuance or extension requested hereby the Administrative Agent shall receive written notice to the contrary from the Borrower, each matter certified to herein shall be deemed to be certified as true and correct at the date of such issuance or extension, as applicable.

*[Signature Page Follows]*



The Borrower has caused this Letter of Credit Request to be executed and delivered and the certification and warranties contained herein to be made by its duly Authorized Officer as of the date first above written.

**ORG USME BUYER, LLC**, a Delaware limited liability company,  
as Borrower

By \_\_\_\_\_  
Name:  
Title:

**FORM OF NOTICE OF BORROWING**

Cortland Capital Market Services LLC  
225 W. Washington St., 9th Floor  
Chicago, IL 60606  
Attention: Lisa Schutz  
Fax: (312) 564-5083  
Email: audaxagency@alterdomus.com

Ladies and Gentlemen:

This Notice of Borrowing is delivered to you as of [●], 20[●] pursuant to Section 2.03 of the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

(1) The Borrower hereby requests that [(i) on \_\_\_\_\_, 20\_\_, a[n] [Revolving Credit Loan] [Incremental Term Loan] [Initial Term Loan] [Delayed Draw Term Loan] be made in the aggregate principal amount of \_\_\_\_\_ (\$\_\_\_\_\_) as [a][an] [Index Rate Loan][LIBOR Rate Loan with an initial LIBOR Period<sup>10</sup> ending on (but excluding) \_\_\_\_\_, 20\_\_], [and (ii) on \_\_\_\_\_, 20\_\_, a Revolving Credit Loan be made in the aggregate principal amount of \_\_\_\_\_ (\$\_\_\_\_\_) as [a][an] [Index Rate Loan][LIBOR Rate Loan with an initial LIBOR Period ending on (but excluding) \_\_\_\_\_, 20\_\_].

(2) The Borrower hereby acknowledges that, subject to the terms of [Section 7.01][Section 7.02] of the Credit Agreement, the acceptance by the Borrower of the proceeds of the Credit Extension requested hereby constitutes a representation and warranty by the Borrower, that, on the date of such Credit Extension (both immediately before and immediately after giving effect thereto and to the application of the proceeds thereof) (x) no Default or Event of Default shall have occurred and be continuing and (y) all representations and warranties made by each Credit Party contained in the Credit Agreement or in the other Credit Documents shall be true and correct in all material respects, in each case, with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension (except where such representations and warranties expressly relate to an earlier date, in which case such

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<sup>10</sup> LIBOR Period shall, at the option of the Borrower, be a one, two, three or six month period (or a twelve month period, if at the time of the relevant Borrowing, all Lenders participating therein agree to make a LIBOR Period of such duration available).

representations and warranties shall have been true and correct in all material respects as of such earlier date); provided, that any representation or warranty that, by its terms, is qualified as to “materiality”, “Material Adverse Effect” or similar language, shall be true and correct in all respects in accordance with its terms on such respective dates.

(3) The Borrower agrees that if, prior to the time of the Loan[s] requested hereby, any matter certified to herein by it will not be true and correct in all respects at the date of such Loan[s] as if then made, it will immediately so notify the Administrative Agent. Except to the extent, if any, that prior to the time of the Loan[s] requested hereby, the Administrative Agent shall receive written notice to the contrary from the Borrower, each matter certified to herein shall be deemed to be certified as true and correct at the date of such Loan[s].

(4) Please wire transfer the proceeds of the Loan[s] to the following account and financial institution:

Bank Name: [\_\_\_\_\_]

Bank Address: [\_\_\_\_\_]

Account Name: [\_\_\_\_\_]

Account No.: [\_\_\_\_\_]

ABA No.: [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

*[Signature Page Follows]*

The Borrower has caused this Notice of Borrowing to be executed and delivered as of the date first written above.

**[USME HOLDINGS, LLC**, a Delaware limited liability company]<sup>11</sup>

**[ORG USME BUYER, LLC**, a Delaware limited liability company]<sup>12</sup>, as Borrower

By \_\_\_\_\_  
Name:  
Title:

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<sup>11</sup> To be included only for initial Notice of Borrowing.

<sup>12</sup> Not to be included for initial Notice of Borrowing.

**FORM OF NOTICE OF CONVERSION OR CONTINUATION**

Cortland Capital Market Services LLC  
225 W. Washington St., 9th Floor  
Chicago, IL 60606  
Attention: Lisa Schutz  
Fax: (312) 564-5083  
Email: audaxagency@alterdomus.com

[•], 20[•]

Ladies and Gentlemen:

This Notice of Conversion or Continuation is delivered to you pursuant to Section 2.06 of the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

The Borrower hereby requests that on \_\_\_\_\_, 20\_\_\_\_,

1. \$\_\_\_\_\_00 of the currently outstanding principal amount of the [Term Loan] [Revolving Credit Loan] originally made on \_\_\_\_\_, 20\_\_\_\_,
2. all currently being maintained as [Index Rate][LIBOR Rate] Loans,
3. be [converted into][continued as],
4. [Index Rate Loans] [LIBOR Rate Loans with a LIBOR Period ending on (but excluding) \_\_\_\_\_, 20\_\_]

[and certifies that [no Event of Default][an Event of Default] shall be in existence on such date]<sup>13</sup>.

Except to the extent, if any, that prior to the time of the continuation or conversion requested hereby the Administrative Agent shall receive written notice to the contrary from the Borrower, each matter certified to herein shall be deemed to be certified as true and correct in all material respects at the date of such

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<sup>13</sup> To be included for conversions of Index Rate Loans to LIBOR Rate Loans and/or continuations of LIBOR Rate Loans.

continuation or conversion as if then made; provided, that any representation or warranty that, by its terms, is qualified as to “materiality”, “Material Adverse Effect” or similar language, shall be true and correct in accordance with its terms in all respects on such respective dates.

*[Signature Page Follows]*

The Borrower has caused this Notice of Conversion or Continuation to be executed and delivered by its duly Authorized Officer as of the date first above written.

**ORG USME BUYER, LLC**, a Delaware limited liability company,  
as Borrower

By \_\_\_\_\_  
Name:  
Title:

**FORM OF PERMITTED ACQUISITION CERTIFICATE**

\_\_\_\_\_, 20\_\_

This Permitted Acquisition Certificate is delivered to you in connection with that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

**WHEREAS**, the Borrower has notified the Administrative Agent of the intent to acquire certain [stock/assets] of [\_\_\_\_], a [\_\_\_\_\_] (the “*Company*”) (the “[\_\_\_\_] *Acquisition*”) pursuant to that certain [Stock/Asset] Purchase Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the “[\_\_\_\_] *Purchase Agreement*”) among [\_\_\_\_], a [\_\_\_\_\_] (the “*Buyer*”), the Company [and certain shareholders and other individuals of the Company signatories thereto (the “*Shareholders*”, and together with the Company, each a “*Seller*” and collectively, the “*Sellers*”)]<sup>14</sup>.

**NOW, THEREFORE**, the undersigned hereby certifies in [his][her] capacity as an Authorized Officer, and not in [his][her] individual capacity, on behalf of [\_\_\_\_]<sup>15</sup>, to the Administrative Agent, on behalf of the Lenders that:

1. I have reviewed the terms of the definition of “Permitted Acquisition” in the Credit Agreement and Section 10.05(k) of the Credit Agreement, the definitions and provisions contained in the Credit Agreement relating thereto, the [\_\_\_\_] Purchase Agreement and the other documents related to the [\_\_\_\_] Acquisition and in my opinion I have made, or have caused to be made under my supervision, such examination or investigation as is necessary to enable me to express an informed opinion as to the matters referred to herein.

2. Based upon my review and examination described in paragraph 1 above, I certify, on behalf of [\_\_\_\_], that as of the date hereof, the following has been satisfied or will be satisfied on or prior to the consummation of the [\_\_\_\_\_] Acquisition:

(a) the Borrower has previously delivered to the Administrative Agent (i) to the extent available, a due diligence package (including other customary third party reports

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<sup>14</sup> To be revised as necessary to reflect relevant acquisition.

<sup>15</sup> To reflect the applicable Credit Party.



that are permitted to be shared) [(ii) a description of the proposed acquisition, (iii) pro forma financial statements, (iv) a quality of earnings report, in each case, at least three (3) Business Days prior to the consummation of the [\_\_\_\_\_] Acquisition (or such shorter period as the Administrative Agent may accept)]<sup>16</sup> and [(v)] to the extent available, copies of environment assessments;

(b) [the Total Consideration paid during the term of the Credit Agreement in respect of all Permitted Acquisitions with respect to which the acquisition target does not become a Credit Party, or the purchased assets are not required to become Collateral, does not exceed the amount permitted pursuant to clause (b)(ii) of the definition of “Permitted Acquisitions” in the Credit Agreement;]<sup>17</sup>

(c) immediately before and immediately after giving effect to the [\_\_\_\_\_] Acquisition, on a Pro Forma Basis, no Event of Default shall have occurred and be continuing; provided that in connection with a Limited Condition Acquisition, compliance with this clause (c) shall be determined as of the LCA Test Date and no Specified Event of Default shall have occurred and be continuing as of the date the [\_\_\_\_\_] Acquisition is consummated;

(d) [as of the last day of the most recent Test Period, the Total Net Leverage Ratio calculated on a Pro Forma Basis does not exceed 4.50:1.00; provided that to the extent such proceeds are intended to be applied to finance a Limited Condition Acquisition, if the Borrower has made an LCA Election, the Total Net Leverage Ratio was tested on the date of the execution of the Limited Condition Acquisition Agreement;]<sup>18</sup> and

(e) the [\_\_\_\_\_] Acquisition is consensual (not “hostile”) and if applicable, has been approved by the board of directors (or similar governing body) of the Company.

*[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]*

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<sup>16</sup> To be included if the Total Consideration is greater than \$30,000,000.

<sup>17</sup> To be included only if acquisition target and its Subsidiaries are not required to become Credit Parties (or purchased assets are not required to become Collateral) pursuant to the proviso in subclause (b)(ii) of the definition of “Permitted Acquisitions.”

<sup>18</sup> To be included only if the acquisition is funded with the proceeds of Indebtedness that is secured.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Certificate as of the date first written above.

**ORG USME BUYER, LLC**, a Delaware limited liability company,  
as Borrower

By: \_\_\_\_\_

Name:

Title:

[\_\_\_\_\_] ,

a \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

[\_\_\_\_\_] ,

a \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**FORM OF REVOLVING CREDIT LOAN NOTE**

[\$●]

[●], 20[●]

FOR VALUE RECEIVED, the undersigned (the “**Borrower**”) hereby promises to pay to [●], a [●] or its registered assigns (the “**Holder**”), in lawful money of the United States and in immediately available funds, the principal amount of (a) [●] DOLLARS (\$[●]), or, if less, (b) the unpaid principal amount of the Revolving Credit Loans of the Holder outstanding under the Credit Agreement (as defined below). The principal amount of this Revolving Credit Loan Note (as amended, restated, supplemented or otherwise modified, this “**Note**”) shall be paid in the amounts and on the dates specified in the Credit Agreement to the account designated by the Administrative Agent (as defined in the Credit Agreement) under Section 5.03 of the Credit Agreement. The Borrower further agrees to pay interest in like money to the account designated by the Administrative Agent under Section 5.03 of the Credit Agreement on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

The Holder is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, the Type and amount of the Revolving Credit Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of LIBOR Rate Loans, the length of each LIBOR Period with respect thereto. Each such endorsement shall, to the extent not inconsistent with notations made by the Administrative Agent in the Register, constitute prima facie evidence of the accuracy of the information endorsed absent manifest error. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Revolving Credit Loan.

This Note (a) is one of the promissory notes referred to in the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), AUDAX PRIVATE DEBT LLC (“**Audax Agent**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Credit Documents. Reference is hereby made to the Credit Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the Holder in respect thereof.

Upon the occurrence and during the continuance of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive (to the extent permitted by applicable law) presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 13.06 OF THE CREDIT AGREEMENT.**

**THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

*[Signature Page Follows]*

**ORG USME BUYER, LLC**, a Delaware limited liability company,  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

to Revolving Credit Loan Note

LOANS, CONVERSIONS AND REPAYMENTS OF INDEX RATE LOANS

| Date | Amount of Index Rate Loans | Amount Converted to Index Rate Loans | Amount of Principal of Index Rate Loans Repaid | Amount of Index Rate Loans Converted to LIBOR Rate Loans | Unpaid Principal Balance of Index Rate Loans | Notation Made By |
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LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF LIBOR RATE LOANS

| Date | Amount of LIBOR Rate Loans | Amount Converted to LIBOR Rate Loans | LIBOR Period and LIBOR Rate with Respect Thereto | Amount of Principal of LIBOR Rate Loans Repaid | Amount of LIBOR Rate Loans Converted to Index Rate Loans | Unpaid Principal Balance of LIBOR Rate Loans | Notation Made By |
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**FORM OF TERM LOAN NOTE**

[\$●]

[●], 20[●]

FOR VALUE RECEIVED, the undersigned (the “**Borrower**”), hereby promises to pay to [●], a [●] or its registered assigns (the “**Holder**”), in lawful money of the United States and in immediately available funds, the principal amount of (a) [●] DOLLARS (\$[●]), or, if less, (b) the unpaid principal amount of the Term Loan of the Holder outstanding under the Credit Agreement (as defined below). The principal amount of this Term Loan Note (as amended, restated, supplemented or otherwise modified, this “**Note**”) shall be paid in the amounts and on the dates specified in the Credit Agreement to the account designated by the Administrative Agent (as defined in the Credit Agreement) under Section 5.03 of the Credit Agreement. The Borrower further agrees to pay interest in like money to the account designated by the Administrative Agent under Section 5.03 of the Credit Agreement on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

The Holder is authorized to endorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, the Type and amount of the Term Loan and the date and amount of each payment or prepayment of principal with respect thereto, each conversion of all or a portion thereof to another Type, each continuation of all or a portion thereof as the same Type and, in the case of LIBOR Rate Loans, the length of each LIBOR Period with respect thereto. Each such endorsement shall, to the extent not inconsistent with notations made by the Administrative Agent in the Register, constitute prima facie evidence of the accuracy of the information endorsed absent manifest error. The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Borrower in respect of the Term Loan.

This Note (a) is one of the promissory notes referred to in the Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), AUDAX PRIVATE DEBT LLC (“**Audax Agent**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), (b) is subject to the provisions of the Credit Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Credit Documents. Reference is hereby made to the Credit Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the Holder in respect thereof.

Upon the occurrence and during the continuance of any one or more of the Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.



All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive (to the extent permitted by applicable law) presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 13.06 OF THE CREDIT AGREEMENT.**

**THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

*[Signature Page Follows]*

**ORG USME BUYER, LLC**, a Delaware limited liability company,  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

LOANS, CONVERSIONS AND REPAYMENTS OF INDEX RATE LOANS

| Date | Amount of Index Rate Loans | Amount Converted to Index Rate Loans | Amount of Principal of Index Rate Loans Repaid | Amount of Index Rate Loans Converted to LIBOR Rate Loans | Unpaid Principal Balance of Index Rate Loans | Notation Made By |
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LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF LIBOR RATE LOANS

| Date | Amount of LIBOR Rate Loans | Amount Converted to LIBOR Rate Loans | LIBOR Period and LIBOR Rate with Respect Thereto | Amount of Principal of LIBOR Rate Loans Repaid | Amount of LIBOR Rate Loans Converted to Index Rate Loans | Unpaid Principal Balance of LIBOR Rate Loans | Notation Made By |
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**FORM OF INTERCOMPANY SUBORDINATION AGREEMENT**

This INTERCOMPANY SUBORDINATION AGREEMENT (this “*Subordination Agreement*”), dated as of [\_\_\_\_ \_], 20[\_\_\_], is made among the companies from time to time signatory hereto (the “*Companies*”), and AUDAX PRIVATE DEBT LLC (“*Audax*”), as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”) under the Credit Agreement (as defined below).

WHEREAS, certain of the Companies, the financial institutions signatory thereto (the “*Lenders*”), the Collateral Agent, and Audax as administrative agent, are parties to that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”) and, effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Audax, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Collateral Agent (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”);

WHEREAS, certain of the Companies have entered into that certain Guarantee Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee Agreement*”), in favor of Collateral Agent pursuant to which such Companies (together with any other person who is a “Guarantor,” as defined in the Credit Agreement, the “*Guarantors*” and, together with the Borrower, the “*Obligors*”) have guaranteed the obligations of the Borrower under the Credit Agreement;

WHEREAS, each Company has made or may make certain loans or advances from time to time to one or more Obligors; and

WHEREAS, in order to induce the Secured Parties to make or continue making the loans and other financial accommodations contemplated by the Credit Documents, each Company has agreed to the subordination of such indebtedness of each Obligor to such Company, upon the terms and subject to the conditions set forth in this Subordination Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1. Definitions; Interpretation.**

(a) **Terms Defined in Credit Agreement.** All capitalized terms used in this Subordination Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Subordination Agreement, the following terms shall have the following meanings:

“**Bankruptcy Code**” means title 11 of the United States Code, as in effect from time to time.

“**Discharge of Senior Indebtedness**” means payment and satisfaction in full in cash of any and all Senior Indebtedness (as defined below) other than Unasserted Contingent Obligations which may be now or hereafter owing to any Secured Party by any Obligor, including, with respect to amounts available to be drawn under outstanding letters of credit issued under the Credit Agreement or any other Credit Document (or indemnities issued pursuant thereto in respect of outstanding letters of credit), delivery of cash to be held as collateral for such letters of credit or backstop letters of credit in respect thereof in compliance with the terms of the Credit Agreement, in each case, after or concurrently with the termination of the Credit Agreement and the termination of all obligations and commitments to make loans, advances or otherwise extend credit thereunder.

“**Insolvency Events**” has the meaning set forth in Section 3.

“**Intercompany Subordinated Debt**” means, with respect to each Company, all indebtedness, liabilities, and other obligations of each Obligor owing to such Company, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including all fees and all other amounts payable by any Obligor to such Company under or in connection with any documents or instruments related thereto.

“**Intercompany Subordinated Debt Payment**” means any payment or distribution by or on behalf of the Obligors, directly or indirectly, of assets of the Obligors of any kind or character, whether in cash, property, or securities for or on account of the Intercompany Subordinated Debt, including on account of the purchase, redemption, or other acquisition of Intercompany Subordinated Debt, as a result of a collection, sale, or other disposition of collateral, or by setoff, exchange, or in any other manner.

“**Senior Indebtedness**” means the Obligations (as defined in the Credit Agreement).

(c) Interpretation. Unless the context of this Subordination Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Subordination Agreement refer to this Subordination Agreement as a whole and not to any particular provision of this Subordination Agreement. Section, subsection, clause, schedule, and exhibit references are to this Subordination Agreement unless otherwise specified. References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. The captions and headings are for convenience of reference only and shall not affect the construction of this Subordination Agreement.

**SECTION 2. Subordination to Payment of Senior Indebtedness.** As to each Company, all payments on account of the Intercompany Subordinated Debt shall be subject, subordinate, and junior, in right of payment and exercise of remedies, to the extent and in the manner set forth herein, to the prior Discharge of Senior Indebtedness.

SECTION 3. Subordination Upon Any Distribution of Assets of the Obligors. As to each Company, except as permitted under Section 10.03 of the Credit Agreement, in the event of any payment or distribution of assets of any Obligor (the “*Affected Obligor*”) of any kind or character, whether in cash, property, or securities, upon the dissolution, winding up, or total or partial liquidation or reorganization, readjustment, arrangement, or similar proceeding relating to such Obligor or its property, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership, arrangement, or similar proceedings or upon an assignment for the benefit of creditors, or upon any other marshaling or composition of the assets and liabilities of such Obligor, or otherwise (such events, other than any such events permitted by the Credit Documents, collectively, the “*Insolvency Events*”): (i) the Discharge of Senior Indebtedness must have occurred before any Intercompany Subordinated Debt Payment is made by or on behalf of the Affected Obligor; and (ii) to the extent permitted by applicable law, any Intercompany Subordinated Debt Payment to which such Company would be entitled except for the provisions hereof, shall be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution directly to Collateral Agent, for the benefit of the Secured Parties, for application to the payment of the Senior Indebtedness in accordance with clause (i) and Section 5.02(f) of the Credit Agreement, after giving effect to any concurrent payment or distribution or provision therefor to Collateral Agent or any Secured Party in respect of such Senior Indebtedness.

SECTION 4. Payments on Intercompany Subordinated Debt.

(a) Permitted Payments. So long as no Event of Default would immediately thereafter result therefrom or has occurred and is continuing, each Obligor may make, and each Company shall be entitled to accept and receive, payments on account of the Intercompany Subordinated Debt not otherwise prohibited under the Credit Agreement.

(b) No Payment Upon Senior Indebtedness Defaults. Upon the occurrence and during the continuance of any Event of Default, and until such Event of Default is cured or waived in accordance with the terms of the Credit Agreement, each Obligor shall not make, and each Company shall not accept or receive, any Intercompany Subordinated Debt Payment except to the extent permitted in accordance with the Credit Documents; provided, however, notwithstanding the foregoing, (i) any Company may pay to the Borrower, and the Borrower may accept and receive payments on account of any Intercompany Subordinated Debt owed to the Borrower and (ii) any Company that is not an Obligor may pay to any Obligor, and such Obligor may accept and receive payments on account of any Intercompany Subordinated Debt owed to such Obligor; provided, further, that each Obligor shall be permitted to make any such payments missed due to the application of this sentence upon the cure or written waiver, in each case, of any such Event of Default in accordance with the terms of the Credit Agreement.

SECTION 5. Subordination of Remedies. Until the Discharge of Senior Indebtedness, following the occurrence and during the continuance of any Event of Default and upon receipt of written notification from the Collateral Agent, and until such Event of Default is cured or waived, each Company shall not, without the prior written consent of Collateral Agent:

(a) accelerate, make demand, or otherwise make due and payable prior to the original due date thereof any Intercompany Subordinated Debt or bring suit or institute any other actions or proceedings to enforce its rights or interests in respect of the obligations of any Obligor owing to such Company;

(b) exercise any rights under or with respect to guaranties of the Intercompany Subordinated Debt, if any;

(c) exercise any rights to set-offs and counterclaims in respect of any indebtedness, liabilities, or obligations owed by such Obligor to such Company against any of the Intercompany Subordinated Debt; or

(d) commence, or cause to be commenced, or join with any creditor other than Collateral Agent and the Secured Parties in commencing, any bankruptcy, insolvency, or receivership proceeding against any Obligor.

**SECTION 6. Payment Over to Collateral Agent.** In the event that, notwithstanding the provisions of Section 3, Section 4, and Section 5, any Intercompany Subordinated Debt Payments shall be received in contravention of Section 3, Section 4, or Section 5 by any Company before the Discharge of Senior Indebtedness has occurred, such Intercompany Subordinated Debt Payments shall be held in trust for the benefit of Collateral Agent, for the benefit of the Secured Parties, and at the Collateral Agent's written request, shall be paid over or delivered to Collateral Agent, for the benefit of the Secured Parties, for application in accordance with the terms of the Credit Agreement to the payment, in full, in cash or cash equivalents of all Senior Indebtedness remaining unpaid to the extent necessary to give effect to Section 3, Section 4, and Section 5, after giving effect to any concurrent payments or distributions to Collateral Agent or any Secured Party in respect of the Senior Indebtedness.

**SECTION 7. Insolvency.**

(a) Authorization to Collateral Agent. If, while any Intercompany Subordinated Debt is outstanding, any Insolvency Event shall occur and be continuing with respect to any Obligor or its property: (i) Collateral Agent hereby is irrevocably authorized and empowered (in the name of each Obligor or otherwise), but shall have no obligation, to demand, sue for, collect, and receive every payment or distribution in respect of the Intercompany Subordinated Debt owing to such Obligor and give acquittance therefor and to file claims and proofs of claim (as set forth below in Section 7(b)) and take such other action (including voting such Intercompany Subordinated Debt) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of Collateral Agent or any Secured Party; and (ii) each Obligor shall promptly take such action as Collateral Agent reasonably may request (A) to collect the Intercompany Subordinated Debt owing to such Obligor for the account of Collateral Agent and the Secured Parties and to file appropriate claims or proofs of claim in respect of such Intercompany Subordinated Debt, (B) to execute and deliver to Collateral Agent such powers of attorney, assignments, and other instruments as it may reasonably request to enable it to enforce any and all claims with respect to such Intercompany Subordinated Debt, and (C) to collect and receive any and all Intercompany Subordinated Debt Payments owing to such Obligor.

(b) Rights in Insolvency Events.

(i) Each of the Companies that is also an Obligor hereby authorizes and empowers the Collateral Agent, for the benefit of the Secured Parties, in any Insolvency Event of such Obligor to file a proof of claim on behalf of such Obligor with respect to the Intercompany Subordinated Debt owing by such Obligor (A) if such Obligor fails to file such proof of claim prior to thirty (30) days before the expiration of the time period during which such claims must be submitted, or (B) if the Collateral Agent, exercising reasonable discretion, believes that any statements or assertions in a proof of claim filed by such Obligor are not consistent with the terms and conditions hereof; provided, however, that any failure of the Collateral Agent to file such proof of claim shall not be deemed to be a waiver by the Collateral Agent of any of the rights and benefits granted herein by such Obligor. Each Obligor shall provide the Collateral Agent with a copy of any proof of claim filed by such Obligor in any Insolvency Event.



(ii) Each Company that is also an Obligor hereby irrevocably grants the Collateral Agent the sole and exclusive authority and power in any Insolvency Event, unless and until this Subordination Agreement is terminated in accordance with its terms: (A) to accept and receive any payment or distribution which may be payable or deliverable at any time upon or in respect of the Intercompany Subordinated Debt owing by such Obligor; and (B) to take such other action as may be necessary or advisable to effectuate the foregoing. Each Company that is also an Obligor shall provide to the Collateral Agent all information and documents necessary to present claims or seek enforcement as described in the immediately preceding sentence.

(iii) Each of the Companies that is also an Obligor hereby agrees that, while it shall retain the right to vote its claims and, except as otherwise provided in this Subordination Agreement, otherwise act in any Insolvency Event relative to any other Obligor (including, without limitation, the right to vote to accept or reject any plan of partial or complete liquidation, reorganization, arrangement, composition, or extension), such Obligor shall not: (A) take any action or vote in any way so as to directly or indirectly challenge or contest (1) the validity or the enforceability of the Credit Agreement, the Guarantee Agreement, the other Credit Documents, or the liens and security interests granted to Collateral Agent with respect to the Senior Indebtedness, (2) the rights and duties of Collateral Agent or the Secured Parties established in the Credit Agreement, the Guarantee Agreement or any other Credit Documents, or (3) the validity or enforceability of this Subordination Agreement; (B) seek, or acquiesce in any request, to dismiss any Insolvency Event or to convert an Insolvency Event under chapter 11 of the Bankruptcy Code to a case under chapter 7 of the Bankruptcy Code; (C) seek, or acquiesce in any request for, the appointment of a trustee or examiner with expanded powers for any Obligor; (D) propose, vote in favor of or otherwise approve a plan of reorganization, arrangement or liquidation, or file any motion or pleading in support of any plan of reorganization, arrangement or liquidation, unless it provides for the Discharge of Senior Indebtedness or unless Collateral Agent has approved of the treatment of its claims with respect to the Senior Indebtedness under such plan; (E) object to the treatment under a plan of reorganization or arrangement of Collateral Agent's claims with respect to the Senior Indebtedness; (F) seek relief from the automatic stay of Section 362 of the Bankruptcy Code or any other stay in any Insolvency Event in respect of any portion of the Collateral; or (G) directly or indirectly oppose any relief requested or supported by Collateral Agent, on behalf of the Secured Parties, including any sale or other disposition of property free and clear of the liens and security interests of any Company under Section 363(f) of Title 11 of the United States Code or any other similar provision of applicable law.

#### SECTION 8. Certain Agreements of Each Company.

(a) No Benefits. Each Company understands that there may be various agreements between Collateral Agent, the Secured Parties and the Obligors evidencing and governing the Senior Indebtedness, and each Company acknowledges and agrees that (solely in its capacity as a creditor and not as an Obligor and except to the extent provided in any such agreement) such agreements are not intended to confer any benefits on such Company and that neither Collateral Agent nor any Secured Party shall have any obligation to such Company (solely in its capacity as a creditor and not as an Obligor and except to the extent provided in any such agreement) or any other Person to exercise any rights, enforce any remedies, or take any actions which may be available to them under such agreements.

(b) No Interference. Each Company (solely in its capacity as a creditor and not as an Obligor) acknowledges that each Obligor has granted to Collateral Agent, for the benefit of the Secured Parties, security interests in substantially all of such Obligor's assets, and agrees not to interfere with or in any manner oppose a disposition of any Collateral by Collateral Agent in accordance with applicable law.

(c) Reliance by Collateral Agent and the Secured Parties. Each Company acknowledges and agrees that Collateral Agent and the Secured Parties will have relied upon and will

continue to rely upon the subordination provisions provided for herein and the other provisions hereof in entering into the Credit Documents and making or issuing the Revolving Credit Loans, the Term Loans, the Letters of Credit, and the other financial accommodations thereunder.

(d) Waivers. Except as provided under the Credit Agreement or the other Credit Documents (as applicable), each Company (solely in its capacity as a creditor and not as an Obligor) hereby waives any and all notice of the incurrence of the Senior Indebtedness or any part thereof and any right to require marshaling of assets.

(e) Rights of Collateral Agent and Secured Parties Not Affected. Each Company hereby agrees that at any time and from time to time, without notice to or the consent of such Company, without incurring responsibility to such Company, and without impairing or releasing the subordination provided for herein or otherwise impairing the rights of Collateral Agent or any Secured Party hereunder, (i) the time for any Obligor's performance of or compliance with any of its agreements contained in the Credit Documents may be extended or such performance or compliance may be waived by Collateral Agent (in accordance with the Credit Documents); (ii) the agreements of any Obligor with respect to the Credit Documents may from time to time be modified by such Obligor, Collateral Agent and the Secured Parties (in accordance with the Credit Documents) for the purpose of adding any requirements thereto or changing in any manner the rights and obligations of such Obligor, Collateral Agent or the Secured Parties thereunder; (iii) the manner, place, or terms for payment of Senior Indebtedness or any portion thereof may be altered or the terms for payment extended, or the Senior Indebtedness may be renewed in whole or in part; (iv) the maturity of the Senior Indebtedness may be accelerated in accordance with the terms of any present or future agreement by any Obligor, Collateral Agent and the Secured Parties (in accordance with the Credit Documents); (v) any Collateral may be sold, exchanged, released, or substituted in accordance with the Credit Documents and any Lien in favor of Collateral Agent or any Secured Party may be terminated, subordinated, or fail to be perfected or become unperfected; (vi) any Person liable in any manner for Senior Indebtedness may be discharged, released, or substituted; and (vii) all other rights against the Obligors, any other Person, or with respect to any Collateral may be exercised (or Collateral Agent or any Secured Party may waive or refrain from exercising such rights in accordance with the Credit Documents and applicable law).

(f) Rights of Collateral Agent and the Secured Parties Not to Be Impaired. No right of Collateral Agent or any Secured Party to enforce the subordination provided for herein or to exercise its other rights hereunder shall at any time in any way be prejudiced or impaired by any act or failure to act by any Company, Collateral Agent or any Secured Party hereunder or under or in connection with the other Credit Documents or by any noncompliance by any Company with the term and provisions and covenants herein or in any other Credit Document, regardless of any knowledge thereof Collateral Agent or any Secured Party may have or otherwise be charged with.

(g) Financial Condition of the Obligors. Except as provided under the Credit Agreement, no Company shall have any right to require Collateral Agent or any Secured Party to obtain or disclose any information with respect to: (i) the financial condition or character of any Obligor or the ability of the Obligors to pay and perform Senior Indebtedness; (ii) the Senior Indebtedness; (iii) the Collateral or other security for any or all of the Senior Indebtedness; (iv) the existence or nonexistence of any guarantees of, or any other subordination agreements with respect to, all or any part of the Senior Indebtedness; (v) any action or inaction on the part of Collateral Agent, any Secured Party or any other Person; or (vi) any other matter, fact, or occurrence whatsoever.

(h) Acquisition of Liens or Guaranties. No Company shall, without the prior written consent of Collateral Agent, acquire any right or interest in or to any Collateral not owned by such Company

or accept any guaranties for the Intercompany Subordinated Debt, except as not prohibited by the Credit Documents.

(i) Release of Liens. In the event of any private or public sale or other disposition of all or any portion of the Collateral by or with the consent of the Collateral Agent in accordance with the Credit Documents, or as otherwise permitted by the Credit Agreement, at any time prior to the date upon which the Discharge of Senior Indebtedness shall have occurred, each Company agrees that such sale or disposition will be free and clear of the liens and security interests securing the Intercompany Subordinated Debt (if any) of such Company and, if the sale or other disposition includes Capital Stock in any Obligor, such Company agrees to release the entities whose Capital Stock is sold from all Intercompany Subordinated Debt so long as the Collateral Agent also releases the entities whose Capital Stock is sold or disposed of from all Senior Indebtedness. In furtherance thereof, each Company agrees that (i) the Collateral Agent is authorized to file any and all UCC lien releases and/or terminations of the liens and security interests held by such Company in connection with such a sale or other disposition, and (ii) it will execute any and all lien and security interest releases or other documents reasonably requested by the Collateral Agent in writing in connection therewith.

#### SECTION 9. Subrogation, etc.

(a) Subrogation. Until Discharge of the Senior Indebtedness, each Company hereby subordinates and agrees not to directly or indirectly exercise any and all rights that it may acquire by way of subrogation under this Subordination Agreement, by reason of any payment or distribution to Collateral Agent or any Secured Party hereunder or otherwise.

(b) Payments Over to the Companies. If any payment or distribution to which any Company would otherwise have been entitled but for the provisions of Section 3, Section 4, or Section 5 shall have been applied pursuant to the provisions of Section 3, Section 4, or Section 5 to the payment of all amounts payable under the Senior Indebtedness, such Company shall be entitled to receive from Collateral Agent or any Secured Party, as the case may be, any payments or distributions received by such Person in excess of the amount sufficient to cause the Discharge of Senior Indebtedness. If any such excess payment is made to Collateral Agent or any Secured Party, such Person shall promptly remit such excess to such Company and until so remitted shall hold such excess payment for the benefit of such Company.

#### SECTION 10. Continuing Agreement; Reinstatement.

(a) Continuing Agreement. This Subordination Agreement is a continuing agreement of subordination and shall continue in effect and be binding upon each Company until the Discharge of Senior Indebtedness has occurred. The subordinations, agreements, and priorities set forth herein shall remain in full force and effect regardless of whether any party hereto in the future seeks to rescind, amend, terminate, or reform, by litigation or otherwise, its respective agreements with any other Company.

(b) Reinstatement. This Subordination Agreement shall continue to be effective or shall be reinstated, as the case may be, if, for any reason, any payment of the Senior Indebtedness by or on behalf of any Obligor shall be rescinded or must otherwise be restored by Collateral Agent or any Secured Party, whether as a result of an Insolvency Event or otherwise.

SECTION 11. Transfer of Intercompany Subordinated Debt. No Company may assign or transfer its rights and obligations in respect of the Intercompany Subordinated Debt, except as expressly permitted by the Credit Documents, without the prior written consent of Collateral Agent, and any such transferee or assignee, as a condition to acquiring an interest in the Intercompany Subordinated Debt shall agree to be bound hereby, in form reasonably satisfactory to Collateral Agent.

SECTION 12. Obligations of the Obligors Not Affected. The provisions of this Subordination Agreement are intended solely for the purpose of defining the relative rights of each Company against the Obligors, on the one hand, and of Collateral Agent and the Secured Parties against the Obligors, on the other hand. Nothing contained in this Subordination Agreement shall (i) impair, as between each Company and each Obligor, the obligation of such Obligor to pay its respective obligations with respect to the Intercompany Subordinated Debt as and when the same shall become due and payable, or (ii) otherwise affect the relative rights of each Company against each Obligor, on the one hand, and of the creditors (other than Collateral Agent and the Secured Parties) of the Obligors against the Companies, on the other hand.

SECTION 13. Additional Companies. Upon execution and delivery after the date hereof of a counterpart signature hereto by any Person that has become, or shall become, an obligor or obligee in respect of any loans or advances made, such Person shall automatically become (and by delivering its counterpart signature to this Subordination Agreement hereby agrees to become) a party to and be bound by this Subordination Agreement with the same force and effect as if originally named as such herein. The rights and obligations under this Subordination Agreement of each other party hereto shall remain in full force and effect notwithstanding the addition of any such Person as a party to this Subordination Agreement. It being understood and agreed by the parties hereto and the Subsidiary joining pursuant to this Section 13 that any representations and warranties made hereunder shall be made and be deemed true and correct as of the date on which such Person's counterpart signature to this Subordination Agreement is delivered to the Collateral Agent pursuant to this Section 13.

SECTION 14. Endorsement of Documents; Further Assurances and Additional Acts.

(a) Endorsement of Documents. At the written reasonable request of Collateral Agent, all documents and instruments evidencing any of the Intercompany Subordinated Debt, if any, shall be endorsed with a legend noting that such documents and instruments are subject to this Subordination Agreement, and each Company shall promptly deliver to Collateral Agent evidence of the same.

(b) Further Assurances and Additional Acts. Each Company shall execute, acknowledge, deliver, file, notarize, and register at its own expense all such further agreements, instruments, certificates, financing statements, documents, and assurances, and perform such acts as Collateral Agent may reasonably request in writing and reasonably shall deem necessary or appropriate to effectuate the purposes of this Subordination Agreement, and promptly provide Collateral Agent with evidence of the foregoing reasonably satisfactory in form and substance to Collateral Agent.

SECTION 15. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by facsimile transmission) and shall be mailed, sent, or delivered in accordance with the notice provisions contained in the Credit Agreement.

SECTION 16. No Waiver; Cumulative Remedies. No failure on the part of Collateral Agent or any Secured Party to exercise, and no delay in exercising, any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies under this Subordination Agreement are cumulative and not exclusive of any rights, remedies, powers, and privileges that may otherwise be available to Collateral Agent or any Secured Party.

SECTION 17. Survival. All covenants, agreements, representations and warranties made in this Subordination Agreement shall, except to the extent otherwise provided herein, survive the execution

and delivery of this Subordination Agreement, and shall continue in full force and effect until the Discharge of Senior Indebtedness has occurred.

SECTION 18. Benefits of Agreement. This Subordination Agreement is entered into for the sole protection and benefit of the parties hereto and their successors and permitted assigns, and no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Subordination Agreement.

SECTION 19. Binding Effect. This Subordination Agreement shall be binding upon, inure to the benefit of and be enforceable by each Company, Collateral Agent, each Secured Party and their respective permitted successors and permitted assigns.

**SECTION 20. GOVERNING LAW. THIS SUBORDINATION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 21. SUBMISSION TO JURISDICTION. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Subordination Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the state of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the applicable party at its respective address set forth on Schedule 13.02 to the Credit Agreement or at such other address of which the Agents shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) waives, to the maximum extent not prohibited by law, all rights of rescission, setoff, counterclaims, and other defenses in connection with the repayment of the Obligations; and

(f) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 21 any special, exemplary, punitive or consequential damages.

SECTION 22. Entire Agreement; Amendments and Waivers.

(a) Entire Agreement. This Subordination Agreement constitutes the entire agreement of each of the Companies, Collateral Agent and each of the Secured Parties with respect to the matters set forth herein and supersedes any prior agreements, commitments, draft, communications, discussions and

understandings, oral or written, with respect thereto. None of the terms or conditions of this Subordination Agreement imposes on the Obligors any obligation or liability under any Credit Document (other than this Subordination Agreement).

(b) Amendments and Waivers. No amendment to any provision of this Subordination Agreement shall in any event be effective unless the same shall be in writing and signed by each of the Companies and Collateral Agent; and no waiver of any provision of this Subordination Agreement, or consent to any departure by any Company therefrom, shall in any event be effective unless the same shall be in writing and signed by Collateral Agent. Any such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 23. Conflicts. In case of any conflict or inconsistency between any terms of this Subordination Agreement, on the one hand, and any documents or instruments in respect of the Intercompany Subordinated Debt, on the other hand, then the terms of this Subordination Agreement shall control. In case of any conflict or inconsistency between any terms of this Subordination Agreement, on the one hand, and any of the terms and provisions of the Credit Agreement, on the other hand, the terms of the Credit Agreement shall control.

SECTION 24. Severability. Whenever possible, each provision of this Subordination Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Subordination Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Subordination Agreement or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 25. Interpretation. This Subordination Agreement is the result of negotiations between, and has been reviewed by the respective counsel to, the Companies, Collateral Agent and each Secured Party and is the product of all parties hereto. Accordingly, this Subordination Agreement shall not be construed against Collateral Agent or any Secured Party merely because of their involvement in the preparation hereof.

SECTION 26. Counterparts. This Subordination Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Subordination Agreement signed by all the parties shall be lodged with the Borrower, the Collateral Agent and the Administrative Agent.

SECTION 27. Termination of Agreement. Upon the Discharge of Senior Indebtedness, this Subordination Agreement shall automatically terminate and Collateral Agent shall promptly upon the request of the Companies, and at the expense of the Companies, execute and deliver to each Company such documents and instruments as shall be reasonably necessary to evidence such termination.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first written above.

**USME HOLDINGS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**USME INTERMEDIATE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ORG USME BUYER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**US MED-EQUIP, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**MEDICAL SUPPORT PRODUCTS, INC.,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name:  
Title:

**MARTAB PHYSICIANS & HOSPITAL SUPPLY CO.,**  
a New Jersey corporation

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intercompany Subordination Agreement]

**AUDAX PRIVATE DEBT LLC,**  
as Collateral Agent

By \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intercompany Subordination Agreement]



**FORM OF SOLVENCY CERTIFICATE**

[ ], \_\_\_\_\_

1. This Solvency Certificate is being executed and delivered pursuant to Section 6.07 of that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), AUDAX PRIVATE DEBT LLC, (“**Audax Agent**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

2. I, [●], the [chief financial officer/equivalent officer] of Holdings, solely in such capacity and not in an individual capacity, hereby certify that I am the [chief financial officer/equivalent officer] of Holdings and that I am generally familiar with the businesses and assets of Holdings and its Restricted Subsidiaries (taken as a whole), I have made such other investigations and inquiries as I have deemed appropriate and I am duly authorized to execute this Solvency Certificate on behalf of Holdings pursuant to the Credit Agreement.

3. I further certify, solely in my capacity as [chief financial officer/equivalent officer] of Holdings, and not in my individual capacity, as of the date hereof and after giving pro forma effect to the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions on the date hereof, that, (a) the sum of the debt (including contingent liabilities) of Holdings and its Restricted Subsidiaries, taken as a whole, does not exceed the present fair saleable value (on a going concern basis) of the assets of Holdings and its Restricted Subsidiaries, taken as a whole; (b) the capital of Holdings and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of Holdings and its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof; (c) the present fair salable value of the assets (on a going concern basis) of Holdings and its Restricted Subsidiaries is greater than the amount that will be required to pay the probable liability of the debts (including contingent liabilities) of Holdings and its Restricted Subsidiaries as they become absolute and matured in the ordinary course; and (d) Holdings and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts beyond their ability to pay such debt as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability in the ordinary course of business.

*[Signature Pages Follow]*

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

**USME INTERMEDIATE LLC**, a Delaware limited liability company, as Holdings

By \_\_\_\_\_  
Name:  
Title:

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

[•], 20[•]

Reference is made to that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), AUDAX PRIVATE DEBT LLC (“**Audax Agent**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

Pursuant to the provisions of Section 5.04 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c) of the Code, (iii) it is not a 10-percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower within the meaning of Section 864(d)(4) of the Code, and (v) no payments under any Credit Document are effectively connected with the undersigned’s conduct of a trade or business within the United States.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any respect, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and deliver promptly to the Borrower and the Administrative Agent an updated certificate or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Lender]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

[•], 20[•]

Reference is made to that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “**Initial Borrower**”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “**Borrower**”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“**Holdings**”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), AUDAX PRIVATE DEBT LLC (“**Audax Agent**”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”, and together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

Pursuant to the provisions of Section 5.04 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c) of the Code, (iii) it is not a 10-percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower within the meaning of Section 864(d)(4) of the Code, and (v) no payments under any Credit Document are effectively connected with the undersigned’s conduct of a trade or business within the United States.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and deliver promptly to such Lender an updated certificate or other appropriate documentation (including any new documentation reasonably requested by such Lender) or promptly notify such Lender in writing of its legal ineligibility to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Participant]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

[•], 20[•]

Reference is made to that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

Pursuant to the provisions of Section 5.04 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) neither the undersigned nor any of its direct or indirect partners/members that is claiming the portfolio interest exemption on behalf of itself or any of its beneficial owners is a bank within the meaning of Section 881(c) of the Code, (iv) none of its direct or indirect partners/members that is claiming the portfolio interest exemption (“*Applicable Partners/Members*”) is a 10-percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its Applicable Partners/Members is a controlled foreign corporation related to the Borrower as described in Section 864(d)(4) of the Code, and (vi) no payments under any Credit Document are effectively connected with the conduct of a trade or business within the United States by the undersigned, any of its Applicable Partners/Members, or any intermediate entity through which any of the Applicable Partners/Members owns its interest in such participation.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption on behalf of itself or any of its beneficial owners: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption and if applicable, an IRS Form W-8IMY from each applicable intermediate direct or indirect partner/member that is not a beneficial owner. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any respect, the undersigned shall promptly so inform such Lender in writing and deliver promptly to such Lender an updated certificate or other appropriate documentation (including any new documentation reasonably requested by such Lender) or promptly notify such Lender in writing of its legal ineligibility to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

*[Remainder of page intentionally left blank; signature page follows]*



IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Participant]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

[•], 20[•]

Reference is made to that certain Credit Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among USME HOLDINGS LLC, a Delaware limited liability company (the “*Initial Borrower*”), effective upon the consummation of the Closing Date Acquisition, ORG USME BUYER, LLC, a Delaware limited liability company (together with the Initial Borrower, collectively, the “*Borrower*”), USME INTERMEDIATE LLC, a Delaware limited liability company, as Holdings (“*Holdings*”), effective upon the consummation of the Closing Date Acquisition, the Restricted Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), AUDAX PRIVATE DEBT LLC (“*Audax Agent*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Audax Agent, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings provided in the Credit Agreement.

Pursuant to the provisions of Section 5.04 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) neither the undersigned nor any of its direct or indirect partners/members that is claiming the portfolio interest exemption on behalf of itself or any of its beneficial owners is a bank within the meaning of Section 881(c) of the Code, (iv) none of its direct or indirect partners/members that is claiming portfolio interest exemption (“*Applicable Partners/Members*”) is a 10-percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its Applicable Partners/Members is a controlled foreign corporation related to the Borrower within the meaning of Section 864(d)(4) of the Code, and (vi) no payments under any Credit Document are effectively connected with the conduct of a trade or business within the United States by the undersigned, any of its Applicable Partners/Members, or any intermediate entity through which any of the Applicable Partners/Members owns its interest in such Loan(s).

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption on behalf of itself or any of its beneficial owners: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption and if applicable, an IRS Form W-8IMY from each applicable intermediate direct or indirect partner/member that is not a beneficial owner. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any respect, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and deliver promptly to the Borrower and the Administrative Agent an updated certificate or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so, and (2) the undersigned shall have at all times furnished the

Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Lender]

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_