
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): July 21, 2026

GoHealth, Inc.

(New GoHealth, LLC, as successor by conversion to GoHealth, Inc.)

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-39390

(Commission File Number)

85-0563805

(I.R.S. Employer Identification No.)

222 W Merchandise Mart Plaza, Suite 1750

Chicago, Illinois

(Address of principal executive offices)

60654

(Zip Code)

(312) 386-8200

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	(1)	(1)

- (1) On July 10, 2026, The Nasdaq Global Market LLC filed a Form 25 to delist the Company's Class A common stock and remove such securities from registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The delisting became effective 10 days after the filing of the Form 25 and the deregistration of the Company's Class A common stock under Section 12(b) of the Exchange Act will become effective 90 days after the Form 25 filing.
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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Introductory Note

As previously disclosed, on June 7, 2026, GoHealth, Inc. (the “Company”), GoHealth Holdings, LLC (“GoHealth Holdings”), and certain of their direct and indirect subsidiaries (collectively with the Company and GoHealth Holdings, the “Debtors”) filed voluntary petitions (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On July 13, 2026, the Debtors filed the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates (as amended, supplemented, or otherwise modified from time to time, the “Plan”) in the Bankruptcy Court. On July 21, 2026, the Bankruptcy Court entered the Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement for, and Confirming, the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates and (II) Granting Related Relief (the “Confirmation Order”). Capitalized terms used but not specifically defined herein have the meanings specified for such terms in the Plan. The Plan became effective on July 21, 2026 (the “Effective Date”).

On the Effective Date, the Company converted into a Delaware limited liability company, New GoHealth, LLC (“Reorganized GoHealth” and, together with the other post-emergence Debtors, the “Reorganized Debtors”).

Item 1.01 Entry Into a Material Definitive Agreement.

Takeback Credit Facility

On the Effective Date, Norvax, LLC, as borrower, and Blizzard Midco, LLC, as Holdings, entered into a Senior Secured Credit Agreement with the lenders from time to time party thereto and Blue Torch Finance, LLC, as administrative agent and collateral agent. The Senior Secured Credit Agreement governs term loan facilities (collectively, the “Takeback Credit Facility”), consisting of (i) \$20.0 million of new money term loans (the “New Money Facility”), (ii) approximately \$173.9 million of senior term loans (the “Senior Takeback Facility”) issued to holders of Super-Priority Loan Claims (or their respective designees), and (iii) approximately \$588.3 million of junior term loans (the “Junior Takeback Facility”) issued to holders of First Lien Claims (or their designees). Loans under the Takeback Credit Facility will accrue interest at a rate of Term SOFR plus 5.50% per annum, subject to a 3.00% floor, with interest on the New Money Facility and the Senior Takeback Facility payable in cash on a monthly basis, interest on the Junior Takeback Facility payable in-kind on a monthly basis, and the New Money Facility subject to an additional make-whole premium payable upon repayment, prepayment, maturity or acceleration.

The Takeback Credit Facility matures on the date that is five years after the Effective Date. All obligations of the loan parties under the Takeback Credit Facility will be secured by a first-priority security interest in substantially all assets of the loan parties. The Takeback Credit Facility includes a minimum liquidity covenant and provides for mandatory prepayments from (i) a monthly sweep of excess cash flow, (ii) net cash proceeds of certain asset sales, subject to exceptions and reinvestment rights, and (iii) net cash proceeds of certain extraordinary receipts, subject to exceptions and reinvestment rights.

The foregoing summary of the Takeback Credit Facility does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Takeback Credit Facility, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Tax Receivable Agreement Amendment

On the Effective Date, in accordance with the Plan, the Company, GoHealth Holdings and certain parties to the Tax Receivable Agreement, dated as of July 15, 2020 (the “Tax Receivable Agreement”), entered into an Amendment to the Tax Receivable Agreement (the “TRA Amendment”). Pursuant to the TRA Amendment, (a)

consummation of the Plan did not trigger a change of control or any associated early termination payment provided for under the Tax Receivable Agreement and (b) no future payments may be made pursuant to the Tax Receivable Agreement if such payment is not permitted under, or would result in a breach of or an event of default under, any credit agreement or other financing arrangement of the Reorganized Debtors.

The foregoing summary of the TRA Amendment does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the TRA Amendment, a copy of which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Item 1.02 Termination of Material Definitive Agreement.

Pursuant to the Plan, on the Effective Date, the obligations of the Debtors under the following material debt agreements were cancelled:

- Superpriority Senior Secured Credit Agreement, dated as of August 6, 2025 (the “Superpriority Credit Agreement”), by and among Norvax, LLC, as borrower, Blizzard Midco, LLC, the lenders and issuing banks party thereto, and Blue Torch Finance, LLC, as administrative agent and collateral agent; and
- Credit Agreement, dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof), by and among Norvax, LLC, as borrower, Blizzard Midco, LLC, the lenders and issuing banks party thereto, and Blue Torch Finance, LLC, as administrative agent and collateral agent.

In addition, pursuant to the Plan, on the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing claims or interests, including credit agreements and indentures, and that certain stockholders agreement, dated July 15, 2020, by and among the Company and the stockholders party thereto, were automatically deemed cancelled, discharged, and of no further force and effect, and the obligations of the Debtors thereunder or in any way related thereto were deemed satisfied in full, cancelled, discharged, and of no force or effect.

Item 1.03 Bankruptcy or Receivership.

On the Effective Date, the Plan became effective pursuant to its terms and the Debtors filed a Notice of Occurrence of Effective Date with the Bankruptcy Court. Accordingly, the Plan is binding, enforceable and in full force and effect pursuant to its terms.

The following is a summary of the material terms of the Plan. This summary highlights only certain material substantive provisions of the Plan and is not intended to be a complete description of the Plan. This summary is qualified in its entirety by reference to the full text of the Plan, the definitive documents implementing the Plan and the Confirmation Order.

Pursuant to, and subject to the terms and conditions of, the Plan, on the Effective Date:

- holders of Allowed Super-Priority Loan Claims received their pro rata share of the Senior Takeback Facility;
 - holders of Allowed First Lien Claims received their pro rata share of (a) the Junior Takeback Facility and (b) 100% of the new common membership interests of Reorganized GoHealth (the “New Common Interests”), subject to dilution on account of a management incentive plan to be adopted by the new board of directors of Reorganized GoHealth following the Effective Date;
 - holders of Allowed Series A redeemable convertible preferred stock of the Company had their interests reinstated and converted into preferred membership interests of Reorganized GoHealth with substantially the same terms as the Company’s Series A redeemable convertible preferred stock;
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- holders of Allowed GoHealth Holdings Interests and GoHealth, Inc. Class A Common Stock (other than the Company and each of its direct and indirect subsidiaries and affiliates) received their pro rata share of an approximately \$10.3 million cash equity recovery pool, and all GoHealth, Inc. Class B Common Stock was cancelled without distribution; and
- holders of Allowed Administrative Claims, Allowed Other Secured Claims, Allowed General Unsecured Claims, Allowed Priority Tax Claims and Allowed Other Priority Claims had their claims reinstated, received payment in full in cash or received other treatment in a manner consistent with section 1129(a) of the Bankruptcy Code, as applicable.

There is no specific number of New Common Interests reserved for future issuance in respect of claims and interests filed and allowed under the Plan. The New Common Interests will not be listed on any national securities exchange or registered with the Securities and Exchange Commission (the “SEC”).

Unless otherwise specified, the treatment set forth in the Plan and the Confirmation Order will be in full satisfaction of all claims against, and interests in, the Debtors, which were discharged on the Effective Date.

The foregoing summaries of the Plan and the Confirmation Order do not purport to be complete and are qualified in their entirety by reference to the full text of the Plan and the Confirmation Order, respectively, copies of which are filed as Exhibits 2.1 and 99.1, respectively, to this Current Report on Form 8-K and are incorporated by reference in this Item 1.03.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included under “Takeback Credit Facility” in Item 1.01 of this Current Report is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

As disclosed above, on the Effective Date, the Company converted into a limited liability company, New GoHealth, LLC, and in connection therewith, adopted a new Limited Liability Company Agreement and issued 100% of the New Common Interests to the holders of Allowed First Lien Claims on a pro rata basis. The issuance of the New Common Interests was exempt from registration under the Securities Act of 1933, as amended, pursuant to section 1145 of the Bankruptcy Code (which generally exempts from such registration requirements the issuance of securities under a plan of reorganization).

Item 3.03 Material Modification to the Rights of Security Holders.

The information set forth under in the Introductory Note, Item 1.03 and Item 3.02 of this Current Report is incorporated herein by reference.

Item 5.01 Changes in Control of the Registrant.

The information set forth in the Introductory Note, Item 1.03, Item 3.02 and Item 5.02 of this Current Report is incorporated herein by reference.

Pursuant to the Plan, on the Effective Date, all Allowed GoHealth Holdings Interests, GoHealth, Inc. Class A Common Stock and GoHealth, Inc. Class B Common Stock together with any shares of restricted stock, restricted stock units, or any other right to receive equity in the Company (other than the Series A redeemable convertible preferred stock of the Company), in each case, outstanding immediately prior to the Effective Date, were cancelled, discharged and are of no force and effect. Following such cancellation, on the Effective Date, the holders of Allowed First Lien Claims received 100% of the voting securities of Reorganized GoHealth.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Pursuant to the Plan, on the Effective Date, the existing board of directors of the Company dissolved without any further action required on the part of the Company. Immediately following such dissolution, the following individuals were appointed directors of Reorganized GoHealth: Vijay Kotte, Scott Avila, Neal Goldman and Conor Colpoys.

Pursuant to and subject to the terms of the Plan, on the Effective Date, the obligations of the Company under all equity incentive plans of the Company and all documentation related thereto, including options, restricted stock units and other awards were cancelled, discharged and are of no force and effect.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As noted above, on the Effective Date, the Company converted into a limited liability company, New GoHealth, LLC, and in connection therewith, adopted a new Limited Liability Company Agreement in accordance with the Plan. A copy of the Limited Liability Company Agreement is filed herewith as Exhibit 3.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On July 21, 2026, the Company issued a press release in connection with the effectiveness of the Plan. A copy of the press release is furnished in this Current Report as Exhibit 99.2 and is incorporated herein by reference.

The information contained in this Item 7.01 shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any of the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

In conjunction with its emergence from bankruptcy, the Company intends to promptly file a Form 15 with the U.S. Securities and Exchange Commission to deregister its securities under Section 12(g) of the Exchange Act and suspend its reporting obligations under Sections 13(a) and 15(d) of the Exchange Act. Upon the filing of the Form 15, the Company’s obligations to file periodic and current reports with the SEC, including Forms 10-K, 10-Q and 8-K, will be immediately suspended and the termination of registration is expected to become effective 90 days after the filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit Number	Description
2.1	<u>Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates, dated July 13, 2026.</u>
3.1	<u>Limited Liability Company Agreement of New GoHealth, LLC.</u>
10.1	<u>Senior Secured Credit Agreement, dated as of July 21, 2026, among Norvax, LLC, as borrower, Blizzard Midco, LLC, as holdings, the lenders from time to time party thereto and Blue Torch Finance, LLC, as administrative agent and collateral agent.</u>
10.2	<u>Amendment to the Tax Receivable Agreement, dated as of July 21, 2026, among GoHealth, Inc., GoHealth Holdings, LLC and the other parties thereto.</u>
99.1	<u>Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement for, and Confirming, the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates and (II) Granting Related Relief.</u>
99.2	<u>Press Release, dated July 21, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Date: July 21, 2026

New GoHealth, LLC, as successor by conversion to GoHealth, Inc.

By: /s/ Vijay Kotte

Vijay Kotte

Chief Executive Officer

(Principal Executive Officer)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	)	
In re:	)	Chapter 11
	)	
GOHEALTH, INC., <i>et al.</i> , ¹	)	Case No. 26-10914 (TMH)
	)	
Debtors.	)	(Jointly Administered)
	)	

**AMENDED JOINT PREPACKAGED CHAPTER 11
PLAN OF GOHEALTH, INC. AND ITS DEBTOR AFFILIATES**

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Dated: July 13, 2026

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: GoHealth, Inc. (3805); Blizzard Midco, LLC (3732); Connected Benefits, LLC (2162); e-TeleQuote Insurance, Inc. (2336); ETQ Holdings, LLC (8260); GoHealth Holdings, LLC (3653); GoHealth, LLC (5175); and Norvax, LLC (3063). The location of the Debtors' service address for purposes of these chapter 11 cases is: 222 West Merchandise Mart Plaza, Suite 1750, Chicago, Illinois 60654.

TABLE OF CONTENTS

The table of contents is empty. Heading styles must be applied in the document and be selected in the table of contents properties panel.

INTRODUCTION

The Debtors² propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classification of Claims and Interests set forth in Article III of this Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable and as set forth herein. This Plan does not contemplate substantive consolidation of any of the Debtors.

THIS PLAN IS BEING SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION.

ALL HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD REVIEW THE SECURITIES LAW RESTRICTIONS AND NOTICES SET FORTH IN THIS PLAN (INCLUDING UNDER ARTICLE IV.J OF THIS PLAN) IN FULL.

THE ISSUANCE OF ANY SECURITIES REFERRED TO IN THIS PLAN SHALL NOT CONSTITUTE AN INVITATION OR OFFER TO SELL, OR THE SOLICITATION OF ANY INVITATION OR OFFER TO BUY, ANY SECURITIES IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION. NO ACTION HAS BEEN TAKEN, NOR WILL BE TAKEN IN ANY JURISDICTION THAT WOULD PERMIT A PUBLIC OFFERING OF ANY SECURITIES REFERRED TO IN THIS PLAN (OTHER THAN SECURITIES ISSUED PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE IN A DEEMED PUBLIC OFFERING) IN ANY JURISDICTION WHERE SUCH ACTION FOR THAT PURPOSE IS REQUIRED.

ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. “*Ad Hoc Revolver Group*” means that certain ad hoc group of (a) Rolled Term Lenders (as defined in the Super-Priority Credit Agreement) and (b) Revolving Lenders (as defined in the First Lien Credit Agreement), in each case, represented by the Ad Hoc Revolver Group Advisors.

2. “*Ad Hoc Revolver Group Advisors*” means Cahill Gordon & Reindel LLP, as counsel to the Ad Hoc Revolver Group; RPA Advisors, LLC, as financial advisor to the Ad Hoc Revolver Group; and a local law firm in each relevant jurisdiction.

3. “*Ad Hoc TL Group*” means that certain ad hoc group of (a) Initial Term Lenders and DDTL Term Lenders (each as defined in the Super-Priority Credit Agreement) and (b) Term Lenders (as defined in the First Lien Credit Agreement), in each case, represented by the Ad Hoc TL Group Advisors.

4. “*Ad Hoc TL Group Advisors*” means Akin Gump Strauss Hauer & Feld LLP, as counsel to the Ad Hoc TL Group; FTI Consulting, Inc., as financial advisor to the Ad Hoc TL Group; and a local law firm in each relevant jurisdiction.

² Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan.

5. “*Administrative Claim*” means a Claim against any of the Debtors arising on or after the Petition Date and before the Effective Date for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the Estates under chapter 123 of the Judicial Code.
6. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.
7. “*Agent*” means the Super-Priority Loan Agent and/or the First Lien Term Loan Agent, as applicable.
8. “*Allowed*” means as to a Claim or an Interest, a Claim or an Interest expressly allowed under this Plan under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under this Plan, and (b) the Debtors, with the consent of the Required Lenders, may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law; *provided* that the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to this Plan.
9. “*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Claims, Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.
10. “*Ballot*” means a ballot accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote on this Plan shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process.
11. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended, from time to time.
12. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware, or such other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the District of Delaware.
13. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each as amended from time to time.
14. “*Blue Sky Laws*” means any securities regulatory authority of any locality or any state under any local or state securities law.
15. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks in New York are required or authorized by law to remain closed.
16. “*Carrier Contract*” means any contract with an insurance carrier that a Debtor is party to.
17. “*Carrier Contract Amendments*” means those amendments, modifications or supplements of any Carrier Contracts or any new agreements that the Debtors and Required Lenders determine are necessary or advisable in connection with the Restructuring Transactions.
18. “*Cash*” or “*\$*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.
19. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

20. “*Cash Collateral Motion*” means any motion Filed with the Bankruptcy Court seeking the Debtors’ consensual use of Cash Collateral.
21. “*Cash Collateral Orders*” means the Interim Cash Collateral Order and the Final Cash Collateral Order.
22. “*Causes of Action*” means any Claims, cross claims, third-party claims, Interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, loss, debt, fee or expense, judgment, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, contributions, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Actions.
23. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all Debtors, the procedurally consolidated and jointly administered cases pending for the Debtors in the Bankruptcy Court.
24. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.
25. “*Claims and Noticing Agent*” means Donlin, Recano & Company, LLC, in its capacity as the claims, noticing, and solicitation agent retained for the Debtors.
26. “*Claims Register*” means the official register of Claims against and Interests in the Debtors maintained by the clerk of the Bankruptcy Court or the Claims and Noticing Agent.
27. “*Class*” means a class of Claims or Interests as set forth in Article III of this Plan pursuant to section 1122(a) of the Bankruptcy Code.
28. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.
29. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.
30. “*Confirmation Date*” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.
31. “*Confirmation Hearing*” means the hearing(s) held by the Bankruptcy Court under section 1128 of the Bankruptcy Code on Confirmation of this Plan and approval of the Disclosure Statement and Solicitation Materials, as such hearing(s) may be adjourned or continued from time to time by (a) the Debtors, with the consent of the Required Lenders (not to be unreasonably withheld) or (b) the Bankruptcy Court.
32. “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which may also serve as the Disclosure Statement Order.
33. “*Consenting Lender*” means any lender that is a Holder of Super-Priority Loan Claims or First Lien Claims that has executed a Ballot in favor of this Plan.
34. “*Consummation*” means the occurrence of the Effective Date.
35. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

36. “*D&O Liability Insurance Policies*” means all insurance policies (including any “tail policy”) maintained by or for the benefit of the Debtors for liabilities incurred by any of the Debtors’ current or former directors, managers, and officers, and all agreements, documents or instruments relating thereto.

37. “*Debtor*” means each of GoHealth, Inc.; Blizzard Midco, LLC; Connected Benefits, LLC; e-TeleQuote Insurance, Inc.; ETQ Holdings, LLC; GoHealth Holdings, LLC; GoHealth, LLC; or Norvax, LLC, as applicable, each in its capacity as a debtor and debtor in possession in the Chapter 11 Cases.

38. “*Debtor Release*” means the release set forth in Article VIII.C of this Plan.

39. “*Debtors*” means, collectively, each and every Debtor.

40. “*Definitive Documents*” means, collectively and as applicable, (a) this Plan and all exhibits hereto; (b) the Solicitation Materials; (c) the Cash Collateral Orders; (d) the Confirmation Order; (e) the Disclosure Statement Order; (f) the Exit Facility Documents; (g) the New Organizational Documents; (h) the Plan Supplement; (i) all other motions, filings, documents, and agreements related to this Plan; (j) all regulatory filings and notices necessary to implement the Restructuring Transactions; (k) the Restructuring Transactions Memorandum; (l) the Carrier Contract Amendments; (m) the first day pleadings filed by the Debtors and all orders sought pursuant thereto; (n) the TRA Amendment; and (o) any other material agreements, instruments, pleadings, orders, documents, or briefs (including all exhibits, schedules, supplements, appendices, annexes, instructions, and attachments thereto) filed or utilized in connection with any of the foregoing or the Restructuring Transactions. All Definitive Documents shall be in form and substance reasonably acceptable to the Debtors and Required Lenders; *provided* that the New Organizational Documents shall be acceptable only to the Required Lenders in their sole discretion.

41. “*Disbursing Agent*” means the Debtors or the Reorganized Debtors, as applicable, or any Entity the Debtors or the Reorganized Debtors select to make or to facilitate distributions in accordance with this Plan.

42. “*Disclosure Statement*” means the disclosure statement related to this Plan, including all exhibits, supplements, modifications, amendments, and schedules thereto.

43. “*Disclosure Statement Order*” means the order of the Bankruptcy Court, which may be the Confirmation Order, approving the Disclosure Statement as a disclosure statement meeting the applicable requirements of the Bankruptcy Code and, to the extent necessary, approving the Solicitation Materials.

44. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under this Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to a Filed Proof of Claim, an objection has been Filed.

45. “*Distribution Record Date*” means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date, or such other date determined by the Debtors and the Required Lenders; *provided* that, to the extent Holders of the Debtors’ securities deposited with DTC are entitled to receive a distribution under this Plan, the Distribution Record Date shall not apply to any of the Debtors’ securities deposited with DTC and such Holders shall receive a distribution in accordance with the customary procedures of DTC used in connection with such distributions.

46. “*DTC*” means the Depository Trust Company.

47. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) the Confirmation Order is in effect and not subject to stay; (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of this Plan have been satisfied, in the reasonable judgment of the Debtors and the Required Lenders, or waived in accordance with Article IX.B of this Plan and the Restructuring Transactions are consummated; and (c) the Debtors declare this Plan effective; *provided* that the Effective Date shall occur no later than the Outside Date. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

48. “*Employment Obligations*” means any existing obligations to employees to be assumed, reinstated, or honored, as applicable, in accordance with this Plan.

49. “*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.

50. “*Equity Recovery Pool*” means \$10,282,831.85 in Cash, which will be funded from the proceeds of the New Money Exit Facility.
51. “*Equity Security*” has the meaning set forth in section 101(16) of the Bankruptcy Code.
52. “*Estate*” means, as to each Debtor, the estate created for such Debtor pursuant to sections 301 and 541 of the Bankruptcy Code and upon the commencement of the applicable Debtor’s Chapter 11 Case.
53. “*Exculpated Parties*” means, collectively, and in each case solely in its capacity as such (and to the extent permitted by Law): (a) each of the Debtors and (b) each of the Debtors’ current and former (i) directors, limited liability company managers, officers, and (ii) attorneys, financial advisors, or other professionals or advisors that were retained with Bankruptcy Court approval during any portion of the Chapter 11 Cases.
54. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.
55. “*Exit Facility*” means the Junior Takeback Debt, the Senior Takeback Debt, and/or the New Money Exit Facility, as applicable.
56. “*Exit Facility Agents*” means the agents under the Junior Takeback Debt, the Senior Takeback Debt, and/or the New Money Exit Facility, as applicable.
57. “*Exit Facility Documents*” means any documents governing the Exit Facilities, including any credit agreement governing the Exit Facilities, and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.
58. “*Exit Facility Term Sheet*” means the term sheet setting forth the material terms regarding the Exit Facilities.
59. “*Federal Judgment Rate*” means the federal judgment rate specified by 28 U.S.C. § 1961 in effect as of the Petition Date.
60. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.
61. “*Final Cash Collateral Order*” means any order entered by the Bankruptcy Court approving the Cash Collateral Motion on a final basis.
62. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn with prejudice or resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, the Local Bankruptcy Rules, or applicable non-bankruptcy law may be Filed with respect to such order will not preclude such order from being a Final Order.
63. “*First Lien Claims*” means any Claims on account of obligations or indebtedness under the First Lien Credit Agreement. For the avoidance of doubt, First Lien Claims include any and all interest, fees, and costs.
64. “*First Lien Credit Agreement*” means that certain Credit Agreement, dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, including as amended by that certain Amendment No. 1, dated as of March 20, 2020, as further amended by that certain Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020, as further amended by that certain Incremental Facility Agreement No. 3, dated as of June 11, 2020, as further amended by that certain Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, as further

amended by that certain Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, as further amended by that certain Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, as further amended by that certain Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, as further amended by that certain Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, as further amended by that certain Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, as further amended by that certain Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023 and, as further amended by that certain Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, as further amended by that certain Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024, as amended and restated by that certain Amendment and Restatement Agreement, dated as of November 4, 2024, as further amended by that certain Amendment No. 13 to the Credit Agreement, dated as of June 30, 2025, and as further amended by that certain Amendment No. 14 to the Credit Agreement, dated as of August 6, 2025), among Blizzard Midco, LLC, as holdings, Norvax, LLC, as borrower, the lenders party thereto, and Blue Torch Finance, LLC, as administrative agent and collateral agent.

65. “*First Lien Term Loan Agent*” means Blue Torch Finance, LLC, in its capacity as administrative agent and collateral agent under the First Lien Credit Agreement.

66. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim; (b) a Priority Tax Claim; (c) an Other Secured Claim; (d) an Other Priority Claim; (e) a Super-Priority Loan Claim; (f) a First Lien Claim; (g) an Intercompany Claim; or (h) otherwise secured by collateral or entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court.

67. “*GoHealth Holdings Interests*” means all existing Interests in GoHealth Holdings, LLC, except for any Interests held by a Debtor, which shall be classified as Intercompany Interests.

68. “*GoHealth, Inc. Class A Common Stock*” means all existing Interests in GoHealth, Inc. that constitute, or that constitute a right to receive, Class A Common Stock (as defined in the Stockholders Agreement), including any options, warrants, stock appreciation rights, and restricted stock units with respect to Class A Common Stock.

69. “*GoHealth, Inc. Class B Common Stock*” means all existing Interests in GoHealth, Inc. that constitute Class B Common Stock (as defined in the Stockholders Agreement).

70. “*GoHealth, Inc. Preferred Stock*” means all Series A redeemable convertible shares in GoHealth, Inc. designated pursuant to that certain Certificate of Designation of Series A Convertible Perpetual Preferred Stock of GoHealth, Inc., dated as of September 23, 2022.

71. “*GoHealth Preferred Interests*” means the GoHealth, Inc. Preferred Stock which shall be Reinstated and converted to membership interests in Reorganized GoHealth in accordance with the New Organizational Documents. For the avoidance of doubt, the conversion of any GoHealth, Inc. Preferred Stock to membership interests in Reorganized GoHealth shall be done in accordance with Title 6, Section 18-214 of the Delaware Code.

72. “*Governance Term Sheet*” means the term sheet setting forth the material terms regarding the go-forward corporate governance of the Reorganized Debtors.

73. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

74. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

75. “*Holder*” means an Entity or Entities holding a Claim against or Interest in any Debtor, as applicable.

76. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

77. “*Indemnification Provisions*” means each of the Debtors’ indemnification provisions currently in place, whether in the respective Debtors’ bylaws, certificates of incorporation, other formation documents, board resolutions, or contracts, for the current and former members of any Governing Body, directors, officers, managers, employees, attorneys, other professionals, and respective agents of, or acting on behalf of, any of the Debtors.

78. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.
79. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor. For the avoidance of doubt, any Interest in GoHealth Holdings, LLC held by Debtor GoHealth, Inc. constitutes an Intercompany Interest.
80. “*Interest*” means, collectively, (a) any Equity Security, or any other equity (including, for the avoidance of doubt, preferred stock) or ownership interest (including any such interest in a partnership, limited liability company, or other Entity), in any Debtor, (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor, and (c) any and all Claims that are otherwise determined by the Bankruptcy Court to be an equity interest, including any Claim or debt that is recharacterized as an equity interest or subject to subordination as an equity interest pursuant to section 510(b) of the Bankruptcy Code, in each case whether or not arising under or in connection with any employment agreement.
81. “*Interim Cash Collateral Order*” means any order entered by the Bankruptcy Court approving the Cash Collateral Motion on an interim basis.
82. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time.
83. “*Junior Takeback Debt*” means the junior takeback debt, in the amount of \$588,275,099, that will be issued by the Reorganized Debtors to Holders of First Lien Claims in accordance with the Exit Facility Documents.
84. “*Law*” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ, or other legal requirement or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).
85. “*Lender Voting Deadline*” means May 17, 2026.
86. “*Lien*” means a lien, as defined in section 101(37) of the Bankruptcy Code.
87. “*Management Incentive Plan*” means the management incentive plan to be adopted by the Reorganized Debtors after the Effective Date in accordance with Article IV.K of this Plan, the terms and conditions of which shall be determined by the New Board in consultation with the Chief Executive Officer of Reorganized GoHealth.
88. “*New Board*” means the new board of directors or similar Governing Body of Reorganized GoHealth on the terms set forth in the New Organizational Documents.
89. “*New Common Interests*” means the membership interests in Reorganized GoHealth issued on or after the Effective Date.
90. “*New Equity Interests*” means the equity in Reorganized GoHealth issued on or after the Effective Date, including the New Common Interests and GoHealth Preferred Interests.
91. “*New Money Exit Facility*” means the new money term loan exit facility, in the amount of \$20,000,000, that will be issued in accordance with the Exit Facility Documents.
92. “*New Organizational Documents*” means the documents providing for corporate governance of Reorganized GoHealth and the other Reorganized Debtors, as applicable, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable) and on the terms and conditions set forth in the Governance Term Sheet and otherwise in form and substance acceptable only to the Required Lenders in their sole discretion.
93. “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

94. “*Other Secured Claim*” means any Secured Claim against the Debtors other than a Super-Priority Loan Claim or First Lien Claim.
95. “*Other Securities*” has the meaning set forth in Article IV.I of this Plan.
96. “*Outside Date*” means July 31, 2026.
97. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.
98. “*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.
99. “*Plan*” means this joint chapter 11 plan, including all exhibits, supplements (including the Plan Supplement), appendices, and schedules (as amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference).
100. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with this Plan.
101. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors prior to the Confirmation Hearing to the extent available, and any additional documents Filed prior to the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) the Schedule of Proposed Cure Amounts; (b) the Schedule of Retained Causes of Action; (c) the New Organizational Documents; (d) the Exit Facility Documents; (e) the Restructuring Transactions Memorandum; (f) to the extent known, the identities of the New Board; and (g) the TRA Amendment. The Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement in accordance with this Plan and subject to the consent of the Required Lenders (not to be unreasonably withheld) on or before the Effective Date.
102. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.
103. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class, unless otherwise indicated.
104. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.
105. “*Professional Fee Amount*” means the aggregate amount of unpaid Professional Fee Claims that the Professionals estimate in good faith they have incurred or will incur in rendering services to the Debtors prior to the Effective Date as set forth in Article II.B of this Plan.
106. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred on or after the Petition Date and through and including the Confirmation Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.
107. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors or the Reorganized Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.
108. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

109. “*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to Claims or Interests, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

110. “*Related Party*” means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person’s or such Entity’s current and former directors, managers, officers, observers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, shareholders, partners, limited partners, general partners, principals, members, equity sponsors, direct and indirect investors, direct and indirect equity participants, “controlling persons” (within the meaning of federal securities law), management companies, fund advisors or managers, employees, secondees, agents, trustees, advisory board members, financial advisors or managers, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

111. “*Released Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Agents; (d) the Releasing Parties; (e) each current and former Affiliate of each Entity in clause (a) through clause (f); and (f) each Related Party of each Entity in clause (a) through clause (e).

112. “*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Agents; (d) all Holders of Claims in Class 3 or Class 4 who vote to accept this Plan; (e) all Holders of Interests in Class 6 and Class 8 who affirmatively opt in to the releases set forth in this Plan; (f) all Holders of Claims or Interests who are presumed to accept this Plan and affirmatively opt in to the releases set forth in this Plan; (g) all Holders of Claims or Interests who are deemed to reject this Plan and affirmatively opt in to the releases set forth in this Plan; (h) each current and former Affiliate of each Entity in clause (a) through clause (i); and (i) each Related Party of each Entity in clause (a) through clause (h) for which such Entity is legally entitled to bind such Related Party to the releases contained in this Plan.³

113. “*Reorganized Debtors*” means some or all of the Debtors, as reorganized pursuant to this Plan, on and after the Effective Date, or any successors or assigns thereto including by transfer, merger, consolidation, or otherwise, and including any new Entity established in connection with the implementation of the Restructuring Transactions, including, for the avoidance of doubt, Reorganized GoHealth.

114. “*Reorganized GoHealth*” means GoHealth, Inc. or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date; *provided that* if Reorganized GoHealth is a limited liability company it shall make an initial election to be classified as a corporation for U.S. federal income tax purposes.

115. “*Required Lenders*” means, as of any date of determination, Consenting Lenders holding at least 50.01% of the sum of the aggregate principal amount of Super-Priority Loan Claims and First Lien Claims, in each case, that are held by Consenting Lenders; *provided that* if the proposed modification, amendment, waiver or supplement to (x) any Definitive Document or (y) any of the Exit Facility Term Sheet, Governance Term Sheet, or this Plan, in each case under this clause (y) as in effect as of the Lender Voting Deadline, has (i) a material, disproportionate and adverse effect on any economic or legal rights or obligations of a member of the Ad Hoc Revolver Group as compared to other similarly situated Consenting Lenders in the Ad Hoc TL Group, then the consent of at least 66.67% of the sum of the aggregate principal amount of Super-Priority Loan Claims and First Lien Claims, in each case, that are held by members of the Ad Hoc Revolver Group that are Consenting Lenders, including at least one member of the Ad Hoc Revolver Group who was not formerly a Term Lender (as defined in the First Lien Credit Agreement), shall also be required to effectuate such modification, amendment, waiver or supplement or (ii) a material, disproportionate and adverse effect on any economic or legal rights or obligations of a

³ For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept this Plan, the members of the Ad Hoc Revolver Group participating in this Plan are doing so only in their capacity as holders of Super-Priority Loan Claims and/or First Lien Claims as of the Petition Date, and any actions taken by a member of the Ad Hoc Revolver Group in connection with this Plan and the Restructuring Transactions as well as any releases provided in connection with this Plan are only with respect to such lender’s interest in the Super-Priority Loan Claims or First Lien Claims that are now owned or subsequently acquired by such member of the Ad Hoc Revolver Group. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, Affiliate(s), unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, Affiliate(s), unit and/or business group(s) of the members of the Ad Hoc Revolver Group, which, so long as they are not acting at the direction of or for the benefit of such member of the Ad Hoc Revolver Group or such Ad Hoc Revolver Group member’s investment in the Debtors, will not be considered “*Releasing Parties*” or “*Released Parties*” under this Plan.

member of the Ad Hoc TL Group as compared to other similarly situated Consenting Lenders in the Ad Hoc TL Group or the Ad Hoc Revolver Group, then the consent of at least 66.67% of the sum of the aggregate principal amount of Super-Priority Loan Claims and First Lien Claims, in each case, that are held by members of the Ad Hoc TL Group that are Consenting Lenders shall also be required to effectuate such modification, amendment, waiver or supplement; *provided, further*, that:

- (i) any modification, amendment or supplement to the definition of “Definitive Documents,” “Outside Date,” “Required Lenders,” or “Restructuring Expenses” (or any constituent definitions therein) shall require at least 50.01% of the sum of the aggregate principal amount of Super-Priority Loan Claims and First Lien Claims, in each case, that are held by each of the (x) members of the Ad Hoc Revolver Group that are Consenting Lenders, including at least one member of the Ad Hoc Revolver Group who was not formerly a Term Lender (as defined in the First Lien Credit Agreement) (hereinafter, the “Required Consenting Revolver Lenders”), and (y) members of the Ad Hoc TL Group that are Consenting Lenders ((x) and (y) collectively, the “Required Consenting Ad Hoc Lenders”);
- (ii) any material modification, amendment or supplement to either the terms of this Plan, Exit Facility Term Sheet and/or the Governance Term Sheet, each of which were in effect as of the Lender Voting Deadline, shall require the consent of the Required Consenting Ad Hoc Lenders (and for the avoidance of doubt, a material modification to the Exit Facility Term Sheet includes, without limitation, amendments with the effect of modifying the negative covenants, provisions relating to the existence or permitted transactions with respect to non-guarantor restricted subsidiaries, unrestricted subsidiaries and other affiliates, incremental debt capacity, the ability to refinance, repay, or extend the debt provided thereunder, liability management protections, amendment and voting provisions, assignments by lenders and intercreditor arrangements);
- (iii) any modification, amendment or supplement to the definition of “Ad Hoc Revolver Group,” “Ad Hoc Revolver Group Advisors” and/or “Required Consenting Revolver Lenders” (or any constituent definitions therein) shall require the consent of at least 66.67% of the sum of the aggregate principal amount of Super-Priority Loan Claims and First Lien Claims, in each case, that are held by members of the Ad Hoc Revolver Group that are Consenting Lenders, including at least one member of the Ad Hoc Revolver Group who was not formerly a Term Lender (as defined in the First Lien Credit Agreement);
- (iv) any amendment or modification to this Plan that results in an expansion of the scope and effect, except for any *de minimis* expansion of the scope and effect, of the release of Claims or Causes of Action against non-Debtor third parties that are not otherwise released under this Plan shall require the prior written consent of the Required Consenting Ad Hoc Lenders; and
- (v) the bank regulatory provisions within the New Organizational Documents shall be in form and substance reasonably acceptable to the Required Consenting Revolver Lenders.

116. “*Restructuring Expenses*” means the reasonable and documented fees and out-of-pocket expenses accrued since the inception of their respective engagements related to the Restructuring Transactions (including this Plan) and not previously paid by, or on behalf of, the Debtors of: (a) the Ad Hoc TL Group Advisors and (b) the Ad Hoc Revolver Group Advisors, in each case, in accordance with any applicable engagement letter of such professional or other agreements and without further order of, or application to, the Bankruptcy Court.

117. “*Restructuring Transactions*” means the transactions described in Article IV of this Plan and the Restructuring Transactions Memorandum.

118. “*Restructuring Transactions Memorandum*” means that certain memorandum, as may be amended, supplemented, or otherwise modified from time to time, describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement.

119. “*Schedule of Proposed Cure Amounts*” means any schedule (including any amendments, supplements, or modifications thereto) of the Debtors’ proposed Cure amounts (if any) with respect to each of the Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to this Plan.

120. “*Schedule of Retained Causes of Action*” means the schedule of Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

121. “*SEC*” means the United States Securities and Exchange Commission.

122. “*Secured*” or “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

123. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

124. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

125. “*Senior Takeback Debt*” means the senior takeback debt, in the amount of \$173,923,593, that will be issued to Holders of Super-Priority Loan Claims in accordance with the Exit Facility Documents.

126. “*Solicitation Materials*” means, as applicable, any documents, forms, Ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, including the Disclosure Statement.

127. “*Specified Pro Rata Share*” means the respective share of the Equity Recovery Pool that Holders of Allowed GoHealth Holdings Interests and Allowed GoHealth, Inc. Class A Common Stock shall receive under this Plan, which shall be calculated as follows: the aggregate GoHealth, Inc. Class A Common Stock and GoHealth, Inc. Class B Common Stock held by a given Holder as the numerator, *divided by* the total outstanding GoHealth, Inc. Class A Common Stock *plus* the total outstanding GoHealth, Inc. Class B Common Stock as the denominator; *provided, however*, that each Holder of GoHealth, Inc. Class A Common Stock or GoHealth Holdings Interests (and, in each case, such Holder’s fund(s), account, branch, Affiliate(s), unit and/or business group(s) that have a beneficial interest in such Interests) that is also a lender under the First Lien Credit Agreement or Super-Priority Credit Agreement shall each waive its right to recover its Specified Pro Rata Share of the Equity Recovery Pool.

128. “*Statutory Fees*” has the meaning set forth in Article XII.C of this Plan.

129. “*Stockholders Agreement*” means that certain stockholders agreement, dated July 15, 2020, by and among GoHealth, Inc. and the shareholders party thereto.

130. “*Super-Priority Credit Agreement*” means that certain Superpriority Senior Secured Credit Agreement, dated as of August 6, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time), among Blizzard Midco, LLC, as holdings, Norvax, LLC, as borrower, the lenders party thereto, and Blue Torch Finance, LLC, as administrative agent and collateral agent.

131. “*Super-Priority Loan Agent*” means Blue Torch Finance, LLC, in its capacity as administrative agent and collateral agent under the Super-Priority Credit Agreement.

132. “*Super-Priority Loan Claims*” means any Claims on account of obligations or indebtedness under the Super-Priority Credit Agreement. For the avoidance of doubt, Super-Priority Loan Claims include any and all interest, fees, costs, and the MOIC Premium (as defined in the Super-Priority Credit Agreement).

133. “*Third-Party Release*” means the release set forth in Article VIII.D of this Plan.

134. “*TRA*” means that certain tax receivable agreement, dated July 15, 2020, by and among GoHealth, Inc., GoHealth Holdings, LLC, and the several TRA Holders (as defined therein) from time to time party thereto.

135. “*TRA Amendment*” means the amendment that certain of the Debtors and certain of the TRA Holders (as defined in the TRA) that are party thereto will enter into with respect to the TRA, which will be disclosed in the Plan Supplement.

136. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

137. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

138. “*U.S. Trustee*” means the Office of the United States Trustee for the District of Delaware.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions, *provided* that nothing in this clause (2) shall affect any parties’ consent rights over any Definitive Documents or any amendments thereto as provided for herein; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with this Plan or Confirmation Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (10) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (11) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (12) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (13) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (14) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (15) any immaterial effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors, as applicable, in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall be conclusive; (16) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; (17) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company Laws; (18) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; and (19) unless otherwise specified, any action to be taken on the Effective Date may be taken on the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) and unless otherwise specifically stated, the laws of the State of New York without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated or formed in New York shall be governed by the laws of the state of incorporation or formation of the applicable Debtor or Reorganized Debtor.

E. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors or the Reorganized Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to (1) the Debtors or (2) the Reorganized Debtors shall, in each case, mean the Debtors and/or the Reorganized Debtors, as applicable, to the extent the context requires.

G. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency this Plan has been Filed as a joint plan for each of the Debtors and presents together Classes of Claims against and Interests in the Debtors, this Plan does not provide for the substantive consolidation of any of the Debtors.

H. Controlling Document.

In the event of an inconsistency between this Plan and the Disclosure Statement, the terms of this Plan shall control. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant provision in the Plan shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and this Plan, including the Plan Supplement, the Confirmation Order shall control.

Article I.

ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, PRIORITY TAX CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and are therefore excluded from the Classes of Claims and Interests set forth in Article III of this Plan.

A. Administrative Claims.

Except with respect to Administrative Claims that are Professional Fee Claims, and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a Holder of such Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment, each Holder of an Allowed Administrative Claim (including Claims of the type described in section 503(b)(9) of the Bankruptcy Code), in full and final satisfaction of its Allowed Administrative Claim, shall be paid in full in Cash in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date, or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund on the Effective Date with Cash equal to the Professional Fee Amount, as soon as reasonably practicable after such Professional Fee Claims are Allowed, and which Allowed amount shall not be subject to disallowance, setoff, recoupment, subordination, recharacterization, or reduction of any kind, including pursuant to section 502(d) of the Bankruptcy Code. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of this Plan.

2. Professional Fee Escrow Account.

No later than the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee

Escrow Account shall promptly be transferred to the Reorganized Debtors without any further notice to, action, order, or approval of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than two (2) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of this Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, or 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. A good faith estimate of the fees owed to Professionals incurred following the Confirmation Date through the Effective Date shall be included in the Professional Fee Escrow Account and paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court; *provided, however*, that such estimate shall not be deemed to limit the amount of fees and expenses actually incurred by such Professionals.

C. *Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, on the Effective Date, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

D. *Payment of Restructuring Expenses.*

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein, without any requirement to file a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course (but no later than within ten (10) Business Days of receipt of an invoice), Restructuring Expenses related to implementation, Consummation, and defense of this Plan, whether incurred before, on, or after the Effective Date in accordance with, if applicable, the respective engagement letter or fee letter and the Cash Collateral Orders, and solely upon receipt of an invoice from any Entity requesting such Restructuring Expenses with reasonable detail (but without the need for time detail). On the Effective Date, final invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors.

Article II.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of this Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to this Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Super-Priority Loan Claims	Impaired	Entitled to Vote
Class 4	First Lien Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6	GoHealth Holdings Interests	Impaired	Entitled to Vote
Class 7	GoHealth, Inc. Preferred Stock	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 8	GoHealth, Inc. Class A Common Stock	Impaired	Entitled to Vote
Class 9	GoHealth, Inc. Class B Common Stock	Impaired and Receiving No Distribution	Not Entitled to Vote (Deemed to Reject)
Class 10	Intercompany Claims	Unimpaired / Impaired and Receiving No Distribution	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 11	Intercompany Interests	Unimpaired / Impaired and Receiving No Distribution	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, compromise, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Debtors, with the consent of the Required Lenders (not to be unreasonably withheld), and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with such Claim's terms in the ordinary course of business) or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims.

- (a) *Classification:* Class 1 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Other Secured Claim, in full and final satisfaction, settlement, release, and discharge of such Allowed Other Secured Claim, shall either:
 - (i) receive payment in full in Cash;
 - (ii) have its Allowed Other Secured Claim Reinstated; or
 - (iii) receive such other treatment that renders its Allowed Other Secured Claim Unimpaired.
- (c) *Voting:* Class 1 is Unimpaired under this Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims.

- (a) *Classification:* Class 2 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, on the Effective Date (or, if payment is not then due, in accordance with such Allowed Other Priority Claim's terms in the ordinary course of business), each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Other Priority Claim, treatment consistent with section 1129(a) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under this Plan. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – Super-Priority Loan Claims.

- (a) *Classification:* Class 3 consists of all Super-Priority Loan Claims.
- (b) *Allowance:* The Super-Priority Loan Claims shall be deemed Allowed in the aggregate amount of \$173,923,593 (for the avoidance of doubt, this \$173,923,593 is inclusive of (i) the principal amount of the loans made under Super-Priority Credit Agreement, (ii) the MOIC Premium (as defined in the Super-Priority Credit Agreement), and (iii) the accrued and unpaid interest on the portion of the loans made under the Super-Priority Credit Agreement that are not subject to the MOIC Premium), plus (x) accrued and unpaid interest on loans made under the Super-Priority Credit Agreement that are subject to the MOIC Premium, (y) accrued and unpaid interest on the MOIC Premium, and (z) any other fees, costs, or other amounts due and owing pursuant to the Super-Priority Credit Agreement.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Super-Priority Loan Claim agrees to less favorable treatment of its Allowed Super-Priority Loan Claim, on the Effective Date, each Holder of an Allowed Super-Priority Loan Claim shall receive, in

full and final satisfaction, settlement, release, and discharge of such Allowed Super-Priority Loan Claim, its Pro Rata share of the Senior Takeback Debt.

- (d) *Voting:* Class 3 is Impaired under this Plan. Therefore, Holders of Allowed Super-Priority Loan Claims are entitled to vote to accept or reject this Plan.

4. Class 4 – First Lien Claims.

- (a) *Classification:* Class 4 consists of all First Lien Claims.
- (b) *Allowance:* The First Lien Claims shall be deemed Allowed in the aggregate amount of \$598,275,099 (for the avoidance of doubt, this \$598,275,099 is inclusive of accrued and unpaid interest on the principal amount of loans made under the First Lien Credit Agreement and any other fees, costs, or other amounts due and owing pursuant to the First Lien Credit Agreement).
- (c) *Treatment:* Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment of its Allowed First Lien Claim, on the Effective Date, each Holder of an Allowed First Lien Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed First Lien Claim, its Pro Rata share of:
 - (i) the Junior Takeback Debt; and
 - (ii) the New Common Interests, subject to dilution, if any, on account of the Management Incentive Plan.

Notwithstanding the foregoing, to the extent that a Holder of an Allowed First Lien Claim that is a member of the Ad Hoc Revolver Group advises the Debtors in writing no less than five (5) Business Days prior to the Effective Date that it declines receipt of its Pro Rata share of the New Common Interests, such declined New Common Interests shall be re-allocated pro rata among the members of the Ad Hoc Revolver Group that do not decline receipt of the New Common Interests.

- (d) *Voting:* Class 4 is Impaired under this Plan. Therefore, Holders of Allowed First Lien Claims are entitled to vote to accept or reject this Plan.

5. Class 5 – General Unsecured Claims.

- (a) *Classification:* Class 5 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or, if payment is not then due, in accordance with such Allowed General Unsecured Claim's terms in the ordinary course of business), each Holder of an Allowed General Unsecured Claim shall, in full and final satisfaction, settlement, release, and discharge of such Allowed General Unsecured Claim, and at the option of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors:
 - (i) have its Allowed General Unsecured Claim Reinstated; or
 - (ii) receive payment in full in Cash on the date any payment is due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to, or the agreement governing, such Allowed General Unsecured Claim.
- (c) *Voting:* Class 5 is Unimpaired under this Plan. Holders of Allowed General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f)

of the Bankruptcy Code. Therefore, Holders of Allowed General Unsecured Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 – GoHealth Holdings Interests.

- (a) *Classification:* Class 6 consists of all GoHealth Holdings Interests.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed GoHealth Holdings Interest agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed GoHealth Holdings Interest shall receive, in full and final satisfaction of such Interest, its Specified Pro Rata Share of the Equity Recovery Pool.
- (c) *Voting:* Class 6 is Impaired under this Plan. Therefore, Holders of Allowed GoHealth Holdings Interests are entitled to vote to accept or reject this Plan.

7. Class 7 – GoHealth, Inc. Preferred Stock.

- (a) *Classification:* Class 7 consists of all GoHealth, Inc. Preferred Stock.
- (b) *Treatment:* Except to the extent that a Holder of Allowed GoHealth, Inc. Preferred Stock agrees to less favorable treatment, on the Effective Date, all Allowed GoHealth, Inc. Preferred Stock shall be Reinstated and converted to GoHealth Preferred Interests.
- (c) *Voting:* Class 7 is Unimpaired under this Plan. Holders of Allowed GoHealth, Inc. Preferred Stock are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed GoHealth, Inc. Preferred Stock are not entitled to vote to accept or reject this Plan.

8. Class 8 – GoHealth, Inc. Class A Common Stock.

- (a) *Classification:* Class 8 consists of all GoHealth, Inc. Class A Common Stock.
- (b) *Treatment:* Except to the extent that a Holder of Allowed GoHealth, Inc. Class A Common Stock agrees to less favorable treatment, on the Effective Date, each Holder of Allowed GoHealth, Inc. Class A Common Stock (except, for the avoidance of doubt, Holders of such Interests that are Debtors) shall receive, in full and final satisfaction of such Interest, its Specified Pro Rata Share of the Equity Recovery Pool.
- (c) *Voting:* Class 8 is Impaired under this Plan. Therefore, Holders of Allowed GoHealth, Inc. Class A Common Stock are entitled to vote to accept or reject this Plan.

9. Class 9 – GoHealth, Inc. Class B Common Stock.

- (a) *Classification:* Class 9 consists of all GoHealth, Inc. Class B Common Stock.
- (b) *Treatment:* On the Effective Date, all GoHealth, Inc. Class B Common Stock shall be cancelled, released, discharged, extinguished, and of no further force or effect, and Holders of such GoHealth, Inc. Class B Common Stock shall receive no distribution.
- (c) *Voting:* Class 9 is Impaired under this Plan. Holders of GoHealth, Inc. Class B Common Stock are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed GoHealth, Inc. Class B Common Stock are not entitled to vote to accept or reject this Plan.

10. Class 10 – Intercompany Claims.

- (a) *Classification:* Class 10 consists of all Intercompany Claims.
- (b) *Treatment:* On the Effective Date, each Allowed Intercompany Claim shall be, at the option of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors:

- (i) Reinstated;
 - (ii) adjusted, converted to equity, set off, settled, distributed, or contributed;
 - (iii) discharged, cancelled, and released without any distribution on account of such Allowed Intercompany Claim; or
 - (iv) otherwise addressed at the option of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors.
- (c) *Voting:* Class 10 is Unimpaired if the Allowed Intercompany Claims are Reinstated or Impaired if the Allowed Intercompany Claims in Class 10 are adjusted, converted to equity, set off, distributed, contributed, or discharged, cancelled, and released. Holders of Allowed Intercompany Claims in Class 10 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

11. Class 11 – Intercompany Interests.

- (a) *Classification:* Class 11 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, each Allowed Intercompany Interest shall be, at the option of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors:
 - (i) Reinstated;
 - (ii) adjusted, converted to equity, set off, settled, distributed, or contributed;
 - (iii) discharged, cancelled, and released without any distribution on account of such Intercompany Interests; or
 - (iv) otherwise addressed at the option of the Debtors, with the consent of the Required Lenders, or the Reorganized Debtors.
- (c) *Voting:* Class 11 is Unimpaired if the Allowed Intercompany Interests are Reinstated or Impaired if the Allowed Intercompany Interests in Class 11 are adjusted, converted to equity, set off, distributed, contributed, or discharged, cancelled, and released. Holders of Allowed Intercompany Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in this Plan, nothing under this Plan or the Plan Supplement shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted this Plan.

F. Intercompany Interests.

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience to maintain the prepetition corporate structure, and for the ultimate benefit of the Holders of the New Common Interests in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims. For the avoidance of doubt, unless otherwise set forth in the Restructuring Transactions Memorandum, to the extent Reinstated pursuant to this Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to Article III.B of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article X of this Plan with the consent of the Required Lenders to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims and Interests.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Reorganized Debtors, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

**Article III.
MEANS FOR IMPLEMENTATION OF THIS PLAN**

A. General Settlement of Claims and Interests.

This Plan incorporates certain settlements of issues among the Debtors and various parties in interest, including the Ad Hoc TL Group and the Ad Hoc Revolver Group. As among the settlement parties, the applicable provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to this Plan. This Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such

Claims, Interests, Causes of Action, and controversies. Subject to Article VI of this Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be, and shall be, final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the applicable Debtors, with the consent of the Required Lenders (not to be unreasonably withheld), and the Reorganized Debtors shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including, as applicable: (1) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, formation, organization, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of this Plan and the Plan Supplement and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and the Plan Supplement and having other terms for which the applicable parties agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; (4) the execution, delivery, and entry into the Exit Facility Documents; (5) the issuance and distribution of the New Equity Interests as set forth in this Plan; (6) the implementation after the Effective Date of the Management Incentive Plan as determined at the discretion of the New Board in consultation with the Chief Executive Officer; (7) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (8) such other transactions that, in the reasonable business judgment of the Debtors (subject to the consent of the Required Lenders (not to be unreasonably withheld)) or the Reorganized Debtors, as applicable, are required to effectuate the Restructuring Transactions, including any transactions set forth in the Restructuring Transactions Memorandum; and (9) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall, and shall be deemed to, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate the Restructuring Transactions described in, approved by, contemplated by, or necessary to effectuate this Plan or any of the Definitive Documents.

C. The Reorganized Debtors.

The Reorganized Debtors shall be authorized to adopt any agreements, documents, and instruments and to take any actions contemplated under this Plan as necessary to consummate this Plan. Cash payments to be made pursuant to this Plan will be made by the Debtors or the Reorganized Debtors, as applicable. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or the Reorganized Debtors, as applicable, to satisfy their obligations under this Plan. Except as set forth herein or as otherwise provided for in the Restructuring Transactions Memorandum, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of this Plan.

D. Sources of Consideration for Plan Distributions.

The Debtors shall fund or make distributions under this Plan, as applicable, with: (1) the Debtors' cash on hand as of the Effective Date, (2) the Exit Facilities, and (3) the New Equity Interests. Each distribution and issuance referred to in Article VI of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents

evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with this Plan, including the New Equity Interests, will be exempt from Securities Act registration, as described more fully in Article IV.J of this Plan.

1. Cash on Hand.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand as of the Effective Date and proceeds from the New Money Exit Facility to fund distributions to Holders of Allowed Claims, consistent with the terms of this Plan.

2. Exit Facilities.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities, the terms, conditions, structure, and principal amount of which are set forth in the Exit Facility Documents. Confirmation of this Plan shall constitute (a) approval of the Exit Facilities and the Exit Facility Documents; and (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take any and all actions necessary or appropriate to consummate the Exit Facilities, including executing and delivering the Exit Facility Documents, in each case, without any further notice to or order of the Bankruptcy Court. On the Effective Date, the Exit Facilities shall be issued and distributed as provided for in the Restructuring Transactions Memorandum and the Exit Facility Documents pursuant to, and in accordance with, this Plan.

On the Effective Date, all of the claims, new or existing Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, valid, binding, non-avoidable, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (whether equitable, contractual, or otherwise) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, fraudulent conveyances, or other voidable transactions under the Bankruptcy Code or any applicable non-bankruptcy law, whether foreign or domestic. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized to file, with the appropriate authorities, mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents. The Reorganized Debtors and the persons and entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, provincial, or other law (whether foreign or domestic) that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law, regulation, order, rule, vote, consent, authorization, or approval to give notice of such Liens and security interests to third parties. The guarantees granted under the Exit Facility Documents have been granted in good faith, for legitimate business purposes and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed to not constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

3. New Equity Interests.

Reorganized GoHealth shall be authorized to issue GoHealth Preferred Interests and New Common Interests pursuant to its New Organizational Documents. The issuance of the GoHealth Preferred Interests and New Common Interests, including equity awards reserved for the Management Incentive Plan, shall be authorized as determined at the discretion of the New Board in consultation with the Chief Executive Officer of the Reorganized

Debtors without the need for any further corporate, limited liability company, partnership or similar action or without any further action by any of the Debtors or Reorganized Debtors. On the Effective Date, the New Equity Interests shall be issued and distributed pursuant to, and in accordance with this Plan.

All of the New Equity Interests issued pursuant to this Plan shall be duly authorized and validly issued. Each distribution and issuance referred to in Article VI of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). The issuance of the New Equity Interests will not be registered under the Securities Act and the New Equity Interests will not be listed on any national securities exchange or quoted through any automated quotation system as of the Effective Date. Additional information relating to the applicability of the securities Laws is available in Article IV.J of this Plan.

As of the Effective Date, the Reorganized Debtors do not expect to be subject to reporting requirements promulgated under United States federal securities Law.

E. TRA Amendment.

On or before the Effective Date, certain of the Debtors and certain of the TRA Holders (as defined in the TRA) party thereto shall enter into the TRA Amendment, substantially in the form set forth in the Plan Supplement.

F. Corporate Existence.

Except as otherwise provided in this Plan, the Confirmation Order, the New Organizational Documents, the Restructuring Transactions Memorandum, or any agreement, instrument, or other document incorporated therein, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under this Plan or otherwise, and to the extent such documents are amended in accordance therewith, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings, approvals, or consents required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified in accordance with the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

G. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in this Plan, the Plan Supplement, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances and interests. On and after the Effective Date, except as otherwise provided in this Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, no Reorganized Debtor (including any Reorganized Debtor ultimately being wound down and

liquidated in connection with the Restructuring Transactions, including as set forth in the Restructuring Transactions Memorandum) shall be treated as being liable on any Claim that is discharged pursuant to this Plan.

H. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended in a manner consistent with this Plan. To the extent required under this Plan or applicable non-bankruptcy law, rule, or regulation (whether foreign or domestic), each of the Reorganized Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities, to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of incorporation or formation and the terms of such documents, and the Reorganized Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation or formation and the New Organizational Documents without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, any Holder of New Equity Interests' acceptance of the New Equity Interests shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Reorganized Debtors.

From and after the Effective Date, all Holders of New Common Interests and GoHealth Preferred Interests shall be subject to the terms and conditions of the New Organizational Documents. On the Effective Date, the Reorganized Debtors shall enter into and deliver the New Organizational Documents to each Holder of New Common Interests and GoHealth Preferred Interests, which shall become effective and binding in accordance with their terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Holders of New Common Interests and GoHealth Preferred Interests shall be deemed to have executed the New Organizational Documents and be parties thereto, without the need to deliver signature pages thereto.

I. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the terms of the current members of the board of directors of GoHealth, Inc. shall expire, and the members for the initial term of the New Board shall be appointed in accordance with the New Organizational Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Except to the extent that a current director or manager on the board of directors or applicable Governing Body of the Debtors is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current directors or managers on the board of directors or other Governing Body, or any sole manager, of the Debtors prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Debtors on or after the Effective Date, and such director or manager shall be deemed to have resigned or shall otherwise cease to be a director or manager of the Debtors on the Effective Date. Each of the directors, managers, sole managers, and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be designated, replaced, or removed in accordance with such New Organizational Documents.

J. Certain Securities Law Matters.

The Debtors expect to rely on one or more exemptions from, or transactions not subject to, the registration requirements of the Securities Act in connection with the offer, issuance, and distribution of securities pursuant to this Plan.

Before the Petition Date, the offering of any New Common Interests and/or the offering of any other debt or equity securities as contemplated herein and/or pursuant to this Plan (any such debt or equity securities, the “Other Securities”) shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration under the Securities Act.

After the Petition Date, pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration under the Securities Act, the offering, issuance, and distribution of the New Common Interests as contemplated herein and/or the offering, issuance, and distribution of Other Securities, which includes the GoHealth Preferred Interests, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of Securities.

The New Common Interests and the Other Securities to be issued under this Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the SEC or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments (including, to the extent applicable, Rule 144 under the Securities Act); and (2) any restrictions on the transferability of such New Common Interests or Other Securities in the New Organizational Documents.

The New Common Interests and the Other Securities, if any, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act (including, to the extent applicable, Rule 144 under the Securities Act) and subject to any restrictions on the transferability of such New Common Interests and Other Securities, if any, in the New Organizational Documents.

Recipients of the New Common Interests and the Other Securities, if any, are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue Sky Laws for resales of New Common Interests.

The Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order to any Entity (including DTC and any nominee thereof or any transfer or similar agent for the New Common Interests) with respect to the treatment of the New Common Interests and Other Securities, if any, to be issued under this Plan under applicable securities laws. DTC, any nominee thereof and any transfer or similar agent for the New Common Interests and Other Securities, if any, shall be required to accept and conclusively rely upon this Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Interests to be issued under this Plan are exempt from registration and/or eligible for DTC, book-entry delivery, settlement, and deposit (to the extent applicable). Notwithstanding anything to the contrary in this Plan, no Entity (including DTC, any nominee thereof and any transfer or similar agent for the New Common Interests and Other Securities, if any) may require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Common Interests and Other Securities, if any, to be issued under this Plan are exempt from registration.

K. Management Incentive Plan.

Following the Effective Date, the New Board shall adopt and implement a Management Incentive Plan, which may provide for the grants of cash-based awards and/or equity or equity-based awards with respect to New

Common Interests to employees, directors, consultants, and other service providers of the Reorganized Debtors, as determined at the discretion of the New Board in consultation with the Chief Executive Officer of the Reorganized Debtors.

The terms and conditions of the Management Incentive Plan, including any and all awards granted thereunder, shall be determined by the New Board in consultation with the Chief Executive Officer of the Reorganized Debtors, including with respect to the participants, allocation, timing and the form and structure and extent of issuance and vesting.

L. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of this Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of this Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases contained in this Plan, including in Article VIII of this Plan, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan, including Article VIII of this Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to this Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Person or Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in this Plan, including Article VIII of this Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

M. Corporate Action.

Upon the Effective Date, all actions contemplated under this Plan (including the Restructuring Transactions Memorandum and the other documents contained in the Plan Supplement), the Plan Supplement, or the Confirmation Order, regardless of whether taken before, on, or after the Effective Date, shall be deemed authorized and approved by the Bankruptcy Court in all respects. All matters provided for in this Plan or deemed necessary or desirable by the Debtors before, on, or after the Effective Date involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate limited liability company, or other governance action required by the Debtors or Reorganized Debtors, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the security Holders, directors,

officers, or managers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or Reorganized Debtors, as applicable, shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Debtors or Reorganized Debtors, including the New Equity Interests, the New Organizational Documents, the Exit Facilities, the Exit Facility Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.M shall be effective notwithstanding any requirements under non-bankruptcy law.

N. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors and their respective officers, directors, and boards are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan and the Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

O. Director, Officer, and Manager Liability Insurance.

After the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any “tail policy”) in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy, and to the extent of its or their limits of liability, regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Effective Date.

P. Employment Obligations.

On the Effective Date, the Reorganized Debtors, shall (1) assume all employment agreements or letters, indemnification agreements, severance agreements, or other agreements entered into with current and former employees and (2) assume and/or honor in the ordinary course of business any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, retention plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers’ compensation insurance, supplemental executive retirement plans, change-in-control agreements, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity before the Effective Date of this Plan; *provided* that, for the avoidance of doubt, the consummation of this Plan and Restructuring Transactions shall not trigger or be deemed to trigger (a) any change of control, change in control, immediate vesting, termination or similar provision therein or (b) an event of “good reason” (or a term of like import).

Notwithstanding anything in this Plan to the contrary, the Debtors shall not assume any (1) equity or equity-based incentive plans, employee stock purchase plans and any other agreements or awards or provisions set forth in any agreements, awards, plans or programs that provide for rights to acquire Interests or New Common Interests and (2) any agreement, award, program, or plan whose value or performance is related to Interests or New Common Interests or other ownership interests of any Debtor, in each case, which shall be deemed to be terminated on the Effective Date.

For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

Q. Cancellation of Instruments, Certificates, and Other Documents.

On the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, and the Stockholders Agreement, shall automatically be deemed cancelled, discharged, and of no further force and effect, and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of, or parties to, such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan or the Confirmation Order.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under this Plan or pursuant to: (1) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, as applicable; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security pursuant to this Plan; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. Cashless Transactions.

Notwithstanding anything to the contrary set forth herein, the treatment of Claims, distributions, and other transactions contemplated hereby may, at the election of the applicable participating parties, be effectuated by netting or other form of cashless implementation.

Article IV.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein and subject to the consent of the Required Lenders (not to be unreasonably withheld), all Executory Contracts or Unexpired Leases will be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (1) previously expired or terminated pursuant to their own terms; (2) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (3) are the subject of a motion to reject that is pending on the Effective Date; or (4) have an ordered or requested effective date of rejection that is after the Effective Date.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions and/or assumptions and assignments of the Executory Contracts or Unexpired Leases as set forth in this Plan or Schedule of Proposed Cure Amounts, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions of Executory Contracts and Unexpired Leases pursuant to this Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of this Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

Unless otherwise provided in this Plan or agreed to by the Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)), each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in this Plan, the Debtors, subject to the consent of the Required Lenders (not to be unreasonably withheld), or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Proposed Cure Amounts at any time up to forty-five (45) days after the Effective Date.

To the extent any provision of the Bankruptcy Code or the Bankruptcy Rules requires the Debtors to assume or reject an Executory Contract or Unexpired Lease, such requirement shall be satisfied if the Debtors make an election to assume or reject such Executory Contract or Unexpired Lease prior to the deadline set forth by the Bankruptcy Code or the Bankruptcy Rules, as applicable, regardless of whether or not the Bankruptcy Court has actually ruled on such proposed assumption or rejection prior to such deadline.

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, notwithstanding anything in this Plan to the contrary, effective as of the Effective Date, the Reorganized Debtors shall be deemed to have assumed all unexpired D&O Liability Insurance Policies with respect to the Debtors' directors, managers, officers, and employees serving on or before the Petition Date pursuant to section 365(a) of the Bankruptcy Code, and entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under this Plan as to which no Proof of Claim need be Filed.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, and (3) the Effective Date. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in the Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B of this Plan and may be objected to in accordance with the provisions of Article VII of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or Reorganized Debtors, as applicable, shall pay Cures, if any, on or prior to the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the underlying agreements and/or the ordinary course of business among the parties thereto. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to a proposed assumption, including pursuant to this Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors no later than the date that is thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, as applicable, without the need for any objection by the Debtors or Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure costs shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors, as applicable, of the applicable Cure costs; *provided* that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Debtors or Reorganized Debtors, as applicable, also may settle any Cure costs without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Confirmation Hearing or such other setting as requested by the Debtors for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure costs, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of any Cure costs shall occur (1) as soon as reasonably

practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment) or (2) as may be agreed upon by the Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)) or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)) and the Reorganized Debtors, as applicable, reserve the right at any time to move to reject any Executory Contract or Unexpired Lease based upon the existence of any such unresolved dispute.

Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise and payment of any applicable Cure cost (including in the amount of \$0.00, if applicable) pursuant to this Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contracts or Unexpired Leases at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.C shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

Entry of the Confirmation Order shall constitute the Bankruptcy Court's finding of adequate assurance of future performance under all assumed Executory Contracts and Unexpired Leases.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

E. Insurance Policies.

Each of the Debtors' insurance policies (including D&O Liability Insurance Policies) and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors, and all obligations of the Debtors under such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall continue as obligations of the Reorganized Debtors.

F. Indemnification Provisions.

All Indemnification Provisions, consistent with applicable law, currently in place (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors, as applicable, shall be (1) reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors than the Indemnification Provisions in place prior to the Effective Date, and (2) shall be assumed by the Reorganized Debtors; *provided* that nothing shall expand any of the Debtors' indemnification obligations in place as of the Petition Date or constitute a finding or conclusion that any party that may seek indemnification is entitled to indemnification under the terms of such Indemnification Provisions or is

intended to effectuate the survival of any indemnification obligations for any party other than those parties with rights to indemnification under such Indemnification Provisions as of the Petition Date.

After the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Effective Date.

G. Reservation of Rights.

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)) or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under this Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**Article V.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in this Plan or paid pursuant to a prior Bankruptcy Court order, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest (as applicable) shall receive the full amount of the distributions applicable to such Holder that this Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of this Plan. Except as otherwise provided in this Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

Notwithstanding the foregoing, (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the

Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice and (2) Allowed Priority Tax Claims shall be paid in accordance with Article II.C of this Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy Law or in the ordinary course of business.

B. Disbursing Agent.

All distributions under this Plan shall be made by the Disbursing Agent on, or as reasonably practicable after, the Effective Date or as due in the ordinary course of business. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

All distributions to any Disbursing Agent on behalf of the Holders of Claims (or the designees of such Holders, as applicable) shall be deemed completed by the Debtors when received by such Disbursing Agent. Distributions made under this Plan shall be made to any such Holders (or the designees of such Holders, as applicable) by the applicable Disbursing Agent.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors in the ordinary course without duplication of payments of Restructuring Expenses or Professional fees.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date (or the designees of such Holders, as applicable). If a Claim, other than one based on a Security that is traded on a recognized securities exchange, is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor. For the avoidance of doubt, the Distribution Record Date shall not apply to Securities held through DTC, which shall receive distributions in accordance with the applicable procedures of DTC.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Interests (as applicable) as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Disbursing Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors; *provided, further*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. No Fractional Distributions.

In the discretion of the Reorganized Debtors, no distribution and issuance of New Common Interests to any single Holder of Allowed Claims whose aggregate sum of New Common Interests to be distributed to such holder would be worth less than \$250 value shall be made to a Holder of an Allowed Claim on account of such Allowed Claim. No fractional New Common Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of New Common Interests that is not a whole number, the actual distribution of New Common Interests shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded up to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded down to the next lower whole number with no further payment therefor. The total number of authorized shares of New Common Interests to be distributed to Holders of Allowed Claims or Allowed Interests shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC will be treated as a single Holder. In the event that elections are to be made within DTC, distributions will be made at the beneficial owner level in accordance with the elections received thereto. The Debtors reserve the right to adjust the rounding conventions discussed herein, including the methods used for allocating through DTC.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder (or its designee, as applicable), at which time such distribution shall be made to such Holder (or its designee, as applicable) on the next distribution date without interest. Undeliverable distributions shall remain in the possession of the Reorganized Debtors until such time as a distribution becomes deliverable, or such distribution reverts to the Reorganized Debtors or is cancelled pursuant to this Article VI.D.4, and shall not be supplemented with any interest, dividends, or other accruals of any kind.

All distributions returned as, and that remain, undeliverable for a period of 120 days after distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims or Interests or its successors to such property or interest in property shall be cancelled, released, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property Laws, or any provisions in any document governing the distribution of such unclaimed property.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within 120 days after the date of issuance thereof. Thereafter, the amount represented by such voided checks shall irrevocably revert to the Reorganized Debtors and any Claim in respect of any such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check before

120 days after issuance shall be made to the applicable Disbursing Agent by the Holder of the Allowed Claim to whom such check was originally issued.

5. Surrender of Canceled Instruments or Securities.

On the Effective Date or as soon as reasonably practicable thereafter, each Holder (and the applicable Agents for such Holder) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV of this Plan shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties with respect to one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under this Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under this Plan.

6. Distributions on Account of Obligations of Multiple Debtors.

Each Claim asserted against multiple Debtors shall be treated as a single Claim and its Holder shall be entitled to a single distribution. For the avoidance of doubt, no Holder of any Claim shall receive more than a 100% recovery on account of such Holder's Claim.

E. Manner of Payment.

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Indefeasible Distributions.

Any and all distributions made under this Plan shall be indefeasible and not subject to clawback or turnover provisions.

G. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, the Disbursing Agent and the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. Any such amounts deducted or withheld and timely paid to the appropriate taxing authority shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

Any person entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the applicable Disbursing Agent an appropriate Form W-9 or (if the payee is a non-U.S. Person) applicable Form W-8.

H. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

I. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in this Plan or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

J. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)* on the Petition Date.

K. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of this Plan on or before the Effective Date.

L. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within five (5) Business Days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the five (5) Business Day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy or is found liable for satisfying in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**Article VI.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *Disputed Claims Process.*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan and as otherwise required by this Plan, Holders of Claims need not file Proofs of Claim, and Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. Except for Proofs of Claim permitted by the Cash Collateral Orders, all Proofs of Claim Filed in these Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors or the Reorganized Debtors. Except for Proofs of Claim permitted by the Cash Collateral Orders, upon the Effective Date, all Proofs of Claim Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding (1) the amount of any Cure pursuant to section 365 of the Bankruptcy Code and (2) Claims (including Administrative Claims and Professional Fee Claims) that the Debtors seek to have determined by the Bankruptcy Court, shall, in all cases, be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim, as applicable, under this Plan. Notwithstanding the foregoing, Entities must File Cure objections as set forth in Article V.C of this Plan to the extent such Entity disputes the amount of the Cure paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty. **Except as otherwise provided herein, all Proofs of Claim Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance of Claims.*

After the Effective Date and subject to the terms of this Plan, the Reorganized Debtors, as applicable, shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately

before the Effective Date. The Reorganized Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. Claims Administration Responsibilities.

Except as otherwise specifically provided in this Plan, the Debtors and the Reorganized Debtors, as applicable, shall have the exclusive authority to (1) File, withdraw, or litigate to judgment any objections to Claims, (2) settle or compromise any such objections to Claims without further notice to or action, order, or approval of the Bankruptcy Court, and (3) administer and adjust the Claims Register to reflect such settlements or compromises without further notice to or action, order, or approval of the Bankruptcy Court. Except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Claim or Interest (including any Disputed Claim or Interest), including the Causes of Action retained pursuant to this Plan, as applicable.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy Law. If the Debtors or Reorganized Debtors, as applicable, dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all Claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. Estimation of Claims and Interests.

Before, on, or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in this Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under this Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

E. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged (including pursuant to this Plan) on the Claims Register by the Debtors or the Reorganized Debtors or the Claims and Noticing Agent without the Debtors or the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

F. Disallowance of Claims or Interests.

Except as otherwise expressly set forth herein, and subject to the terms of this Plan, including Article VIII of this Plan, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as

applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

G. No Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest; *provided* that if only the Allowed amount of an otherwise valid Claim or Interest is Disputed, such Claim or Interest shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount pending resolution of the dispute.

H. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

**Article VII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan or the Confirmation Order, including the Plan Supplement and Definitive Documents, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action (including any Causes of Action or Claims based on theories or allegations of successor liability) that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. Except as otherwise provided herein, any default or “event of default” by the Debtors with respect to any Claim or Interest existing immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any GoHealth, Inc. Preferred Stock or Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date, except as otherwise specifically provided in this Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan.

B. Release of Liens.

Except as otherwise provided in the Exit Facility Documents, this Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable Agents of such Holder, including the Agents) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder, including the Agents) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder, including the Agents) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to this Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Releases by the Debtors.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under this Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by this Plan, the adequacy of which is hereby confirmed, as of the Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the Debtors, their Estates, and the Reorganized Debtors, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, and the Reorganized Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against or Interest in a Debtor or other Entity could have asserted on behalf of the Debtors based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof or

otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the Restructuring Transactions, the Chapter 11 Cases, the Debtors' in or out-of-court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Cash Collateral Orders, the Confirmation Order, any other Definitive Document, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, this Plan, the Plan Supplement, the Exit Facilities, the Exit Facility Documents, the New Equity Interests, any other Definitive Document, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by this Plan or the reliance by any Released Party on this Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with this Plan, the Disclosure Statement, the Cash Collateral Orders, the Plan Supplement, or any other Definitive Document, or any Restructuring Transaction, the solicitation of votes with respect to this Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing Debtor Release, the Debtor Release set forth above does not release (1) any post-Effective Date obligations of any party or Entity under this Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; (2) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement; or (3) any Released Party from actual fraud, willful misconduct, or gross negligence, in each case, as determined by a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release against any of the Released Parties.

D. Releases by the Releasing Parties.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Reorganized Debtors, and their Estates (as applicable) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, the Reorganized Debtors, or their Estates or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors, the Restructuring Transactions, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Debtors' in or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Cash Collateral Orders, the Confirmation Order, any other Definitive Document, the formulation, preparation, dissemination, negotiation, or filing of this Plan, the Disclosure Statement, the Plan Supplement, the Exit Facilities, the Exit Facility Documents, the New Equity Interests, any other Definitive Document, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by this Plan or the reliance by any Released Party on this Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with this Plan, the Disclosure Statement, the Cash Collateral Orders, or the Plan Supplement, any other Definitive Document, the solicitation of votes with respect to this Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing Third-Party Release, the Third-Party Release set forth above does not release (1) any post-Effective Date obligations of any party or Entity under this Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan; (2) the rights of any Holder of Allowed Claims to receive distributions under this Plan; (3) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement; or (4) any Claims against a Released Party arising from actual fraud, willful misconduct, or gross negligence, in each case, as determined by a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the

Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (4) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release, except as provided therein.

E. Exculpation.

Except as otherwise expressly provided in this Plan or the Confirmation Order, to the fullest extent permitted by applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, no Exculpated Party shall have or incur any liability for, and each Exculpated Party is exculpated from, any claim or Cause of Action arising between the Petition Date and the Effective Date in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of this Plan, Disclosure Statement, the Plan Supplement, the Exit Facilities, the Exit Facility Documents, the New Equity Interests, the Cash Collateral Orders, any other Definitive Document, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by this Plan or the reliance by any Exculpated Party on this Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with this Plan, the Disclosure Statement, the Cash Collateral Orders, the Plan Supplement, the negotiation and pursuit of the Definitive Documents, the Plan Supplement, the pursuit of Confirmation, the pursuit of Consummation, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan.

The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes to accept or reject this Plan and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions will not, be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan, including the issuance of Securities thereunder. In addition, notwithstanding the foregoing, the exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under this Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

F. Injunction.

Except as otherwise specifically provided in this Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests or Causes of Action that have been released, discharged, settled, or are subject to exculpation under this Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Causes of Action, Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Causes of Action, Claims or Interests; (4) asserting any right of setoff, subrogation

or recoupment of any kind against any obligation due from such Entities or against the property of such Entities, in each case, on account of or in connection with or with respect to any such Causes of Action, Claims or Interests unless such Holder has (a) Filed a motion requesting the right to perform such setoff or (b) asserted a right of setoff in a Filed a Proof of Claim, in each case, on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims or Interests released, discharged, subject to exculpation, or settled pursuant to this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan. Each Holder of an Allowed Claim by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to this Plan, shall be deemed to have consented to the injunction provisions set forth in this Plan.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**Article VIII.
CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of this Plan that the following conditions shall have been satisfied or waived pursuant to Article IX.B of this Plan:

- i. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate this Plan and the Restructuring Transactions, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated;

- ii. each Definitive Document, including any exhibits, schedules, amendments, modifications, or supplements thereto shall have been executed or otherwise effectuated and be in form and substance reasonably acceptable to the Debtors and the Required Lenders, except as otherwise specified in this Plan;
- iii. all fees and expenses of retained Professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account;
- iv. all accrued and unpaid Restructuring Expenses shall have been paid in full;
- v. the Bankruptcy Court shall have entered the Confirmation Order and the Final Cash Collateral Order, each of which shall (1) be in form and substance acceptable to the Required Lenders and the Debtors and (2) have become a Final Order;
- vi. the New Common Interests and GoHealth Preferred Interests shall have been issued by the Reorganized Debtors (or shall be issued concurrently with the effectiveness of this Plan);
- vii. the New Organizational Documents, subject to the consent rights set forth in this Plan, shall have been executed and/or effectuated (or shall be executed and/or effectuated concurrently with the effectiveness of this Plan) and be in form and substance acceptable only to the Required Lenders in their sole discretion;
- viii. the Exit Facility Documents, subject to the consent rights set forth in this Plan, shall have been executed and/or effectuated (or shall be executed and/or effectuated concurrently with the effectiveness of this Plan) and shall be in form and substance acceptable to the Debtors and the Required Lenders;
- ix. the Debtors shall have assumed (or amended and assumed) the Carrier Contracts;
- x. the TRA Amendment shall have been executed and/or effectuated (or shall be executed and/or effectuated concurrently with the effectiveness of this Plan);
- xi. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions or any of the Definitive Documents; and
- xii. as of the Effective Date, no temporary restraining order, preliminary or permanent injunction, judgment, or other order preventing the Restructuring Transactions or any of the transactions contemplated by any of the Definitive Documents, shall have been entered, issued, rendered, or made, nor shall any proceeding seeking any of the foregoing be commenced or pending; nor shall any proceeding seeking any of the foregoing be threatened by a governmental body; nor shall there be any law promulgated, enacted, entered, enforced, or deemed applicable to any of the parties which makes the consummation of the Restructuring Transactions or any of the transactions contemplated by any of the Definitive Documents illegal, void or rescinded.

B. Waiver of Conditions.

The conditions to Confirmation and Consummation set forth in Article IX.A of this Plan may be waived, in whole or in part, with the written consent (email shall suffice) of the Debtors and the Required Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan, or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors or any Holder of Claims, Liens, or Interests of any Claim, Lien, or Interest; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

D. Substantial Consummation.

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**Article IX.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, the Debtors reserve the right to modify this Plan with the consent of the Required Lenders (not to be unreasonably withheld), whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan; *provided* that any such modification, whether material or immaterial, shall be reasonably acceptable in form and substance to the Required Lenders. Subject to those restrictions on modifications set forth in this Plan and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify this Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan, or remedy any defect or omission, or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan.

B. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain, and including the Allowance or disallowance, of all or any portion of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims, Liens, or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor or any other Entity.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- i. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

- ii. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;
- iii. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of this Plan, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
- iv. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of this Plan;
- v. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- vi. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- vii. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with this Plan, the Confirmation Order, or the Disclosure Statement;
- viii. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- ix. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;
- x. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;
- xi. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, exculpations, and other provisions contained in this Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;
- xii. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.L of this Plan;
- xiii. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- xiv. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Plan Supplement, or the Disclosure Statement;
- xv. enter an order concluding or closing the Chapter 11 Cases;
- xvi. adjudicate any and all disputes arising from or relating to distributions under this Plan or any transactions contemplated therein;

- xvii. consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- xviii. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
- xix. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
- xx. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- xxi. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in this Plan, including under Article VIII of this Plan, regardless of whether such termination occurred prior to or after the Effective Date;
- xxii. enforce all orders previously entered by the Bankruptcy Court; and
- xxiii. hear any other matter not inconsistent with the Bankruptcy Code.
- xxiv. As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the Definitive Documents contained in the Plan Supplement shall be governed in accordance with the applicable jurisdictional, forum selection, or dispute resolution clauses in such documents, and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A of this Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, or 9014, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims or Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or Interest has voted on this Plan.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of this Plan, subject to the consent of the Required Lenders (not to be unreasonably withheld). The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

C. Payment of Statutory Fees.

All fees due and payable pursuant to 28 U.S.C. § 1930 and any interest thereon pursuant to 31 U.S.C. § 3717 (together, “Statutory Fees”) prior to the Effective Date will be paid by the Debtors in full in Cash on the Effective Date. After the Effective Date, the Reorganized Debtors shall be jointly and severally liable to pay and shall pay any and all Statutory Fees in full in Cash when due and payable. The Reorganized Debtors shall file with

the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court all quarterly post-confirmation reports when they become due. The Reorganized Debtors shall remain obligated to pay Statutory Fees until the earliest of when the Chapter 11 Cases are closed, dismissed, or converted to cases under chapter 7 of the Bankruptcy Code. Statutory Fees are Allowed. The U.S. Trustee shall not be required to file any Administrative Claim or other request for payment in these cases for Statutory Fees and shall not be treated as providing any release under the Plan. Notwithstanding anything in the Plan and/or Plan Supplement to the contrary, nothing in the Plan and/or Plan Supplement shall: (1) constitute a determination (judicial or otherwise) that future distributions in the Chapter 11 Cases are not disbursements under 28 U.S.C. § 1930; (2) otherwise exempt or shelter future distributions in the Chapter 11 Cases from 28 U.S.C. § 1930; nor (3) in any way prejudice the U.S. Trustee's rights under 28 U.S.C. § 1930 (which rights are fully reserved and preserved).

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

GoHealth, Inc.
222 West Merchandise Mart Plaza, Suite 1750
Chicago, Illinois 60654
Attention: Bradley Burd
Email address: bburd@gohealth.com

with copies to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Anup Sathy, P.C., Alexandra F. Schwarzman, P.C., and David R. Gremling

Email addresses: anup.sathy@kirkland.com
alexandra.schwarzman@kirkland.com
dave.gremling@kirkland.com

- and -

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
Wilmington, Delaware 19801
Attention: Laura Davis Jones, James O'Neill, and Edward A. Corma
Email addresses: ljones@pszjlaw.com
joneill@pszjlaw.com
ecorma@pszjlaw.com

2. if to the Ad Hoc TL Group, to:

Akin Gump Strauss Hauer & Feld LLP
Robert S. Strauss Tower
2001 K Street N.W.
Washington, DC 20006
Attention: Scott Alberino and Benjamin Taylor
Email addresses: salberino@akingump.com
taylorb@akingump.com

-and-

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street
Suite 1800
Dallas, TX 75201
Attention: Nicholas Houpt
Email addresses: nhoupt@akingump.com

3. if to the Ad Hoc Revolver Group, to:

Cahill Gordon & Reindel
32 Old Slip
New York, New York 10005
Attention: Joel Moss and Jordan Wishnew
Email addresses: jmoss@cahill.com
jwishnew@cahill.com

After the Effective Date, the Reorganized Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court that is in existence on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained

in this Plan or the Confirmation Order shall remain in full force and effect from and after the Effective Date in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, this Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are an integral part of this Plan and are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the addresses above or by downloading such exhibits and documents from the Debtors' restructuring website at www.bankruptcy.angeiongroup.com/gohealth or the Bankruptcy Court's website at www.deb.uscourts.gov/. To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided, however*, any such alteration or interpretation shall be reasonably acceptable to the Debtors and the Required Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' (or Reorganized Debtors') and Required Lenders' consent; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, the Exculpated Parties, and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under this Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan and any previous plan.

M. Closing of the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors, subject to filing all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court, shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases, as determined by the Reorganized Debtors, and all contested matters (if any) relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case. The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

[Remainder of page intentionally left blank]

Dated: July 13, 2026

GoHealth, Inc.,
on behalf of itself and all other Debtors

/s/ Vijay Kotte

Name: Vijay Kotte
Title: Chief Executive Officer

LIMITED LIABILITY COMPANY AGREEMENT

OF

NEW GOHEALTH, LLC

(a Delaware limited liability company)

Effective as of

July 21, 2026

THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND THEIR OFFER AND SALE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE. THE MEMBERSHIP INTERESTS THAT ARE REFERENCED HEREIN MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED, TRANSFERRED OR OTHERWISE DISPOSED OF UNTIL THE HOLDER THEREOF PROVIDES EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH SALE, OFFER, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION WILL NOT VIOLATE APPLICABLE FEDERAL OR STATE SECURITIES LAWS, EXCEPT IF THE OFFER OR SALE HAS BEEN REGISTERED AND/OR QUALIFIED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION AND/OR QUALIFICATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. THERE IS CURRENTLY NO TRADING MARKET FOR THE MEMBERSHIP INTERESTS, AND IT IS NOT ANTICIPATED THAT ONE WILL DEVELOP. THERE ARE RESTRICTIONS UPON THE TRANSFERABILITY AND VOTING RIGHTS OF THE MEMBERSHIP INTERESTS SET FORTH HEREIN. NO SALE, TRANSFER, OR OTHER DISPOSITION BY A MEMBER OF ITS MEMBERSHIP INTERESTS MAY BE MADE EXCEPT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN. THEREFORE, MEMBERS MAY NOT BE ABLE TO READILY LIQUIDATE THEIR INVESTMENTS.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW GOHEALTH, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the “**Agreement**”) of New GoHealth, LLC, a Delaware limited liability company (the “**Company**”), effective as of July 21, 2026 (the “**Effective Date**”), is adopted and entered into by and among the Members from time to time party hereto and the Company.

WHEREAS, GoHealth, Inc. (“**GoHealth, Inc.**”) together with Blizzard Midco, LLC, Connected Benefits, LLC, e-TeleQuote Insurance, Inc., ETQ Holdings, LLC, GoHealth Holdings, LLC, GoHealth, LLC, and Norvax, LLC (the “**Debtor Affiliates**”, together with GoHealth, Inc., the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) on June 7, 2026 (the “**Petition Date**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, the Debtors, and certain other parties including the Lenders (as defined below) agreed to implement certain restructuring transactions (the “**Restructuring Transactions**”), contemplated by that certain *Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and its Debtor Affiliates* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “**Plan**”);

WHEREAS, pursuant to the Plan confirmed by the Bankruptcy Court in the jointly administered cases captioned *In re GoHealth, Inc., et al., Case No. 26-10914*, pursuant to an order dated July 21, 2026, Docket No.162, confirming the Plan pursuant to sections 1129(a) and (b) of the Bankruptcy Code (the “**Confirmation Order**”), the Debtors, the Reorganized Debtors (as defined herein), and/or their successors were to effectuate the Restructuring Transactions, including the conversion of GoHealth, Inc. into a Delaware limited liability company, which, for the avoidance of doubt, shall have made or will timely make an initial election to be classified as a corporation for U.S. federal income tax purposes;

WHEREAS, in connection with the consummation of the Restructuring Transactions and pursuant to and in accordance with the terms and conditions of the Plan, that certain Senior Secured Credit Agreement, dated as of the Effective Date, was entered into among Blizzard Midco, LLC, a Delaware limited liability company, Norvax, LLC, a Delaware limited liability company, the lenders party thereto (the “**Lenders**”) and Blue Torch Finance, LLC, as administrative agent and as collateral agent, and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith (such documentation, the “**Exit Credit Agreement**”), pursuant to which certain of the Lenders were (i) deemed to have made those certain term loans on the Effective Date in accordance with Section 2.01(a) of the Exit Credit Agreement, in the amount of twenty million dollars (\$20,000,000) (the “**New Money Term Loans**”), (ii) deemed to have made those certain term loans on the Effective Date in accordance with Section 2.01(b) of the Exit Credit Agreement, in the amount of one hundred seventy-three million nine hundred twenty-three thousand five hundred ninety-three dollars (\$173,923,593) (the “**Senior Takeback Term Loans**”) and (iii) deemed to have made those certain term loans on the Effective Date in accordance with Section 2.01(c) of the Exit Credit Agreement, in the amount of five hundred eighty-eight million two hundred seventy-five thousand ninety-nine dollars (\$588,275,099) (the “**Junior**

Takeback Term Loans”, and together with the New Money Term Loans and the Senior Takeback Term Loans, the “**Term Loans**”);

WHEREAS, prior to the effectiveness of this Agreement, (i) the existing capital stock (other than the preferred stock) of GoHealth, Inc. was fully satisfied, cancelled, released, discharged, extinguished and/or of no further force or effect, pursuant to the Plan, and (ii) GoHealth, Inc. was converted to a limited liability company pursuant to the Act by the filing of a Certificate of Conversion (as amended, supplemented or otherwise modified from time to time, the “**Certificate**”) with the Secretary of State of the State of Delaware on July 21, 2026;

WHEREAS, in connection with the Restructuring Transactions, the Company has agreed as of the Effective Date to, among other things, (i) issue Common Interests (as defined herein) to Members in accordance with the Plan and (ii) Reinstate (as defined in the Plan) the Preferred Interests (as defined herein) to the former holders of preferred stock in GoHealth, Inc. as of the Petition Date in accordance with the Plan;

WHEREAS, pursuant to the Plan, from and after the Effective Date, all holders of Membership Interests (as defined herein) shall be subject to the terms and conditions of this Agreement, and such holders shall be deemed to have executed and become parties to this Agreement without the need to deliver signature pages hereto;

WHEREAS, in connection with the consummation of the Restructuring Transactions and pursuant to and in accordance with the terms and conditions of the Plan and the Confirmation Order, the Company and the Members (as defined herein) desire to enter into this Agreement for the purposes of (i) establishing certain rights and obligations with respect to the composition of the Company’s board of managers, (ii) governing the affairs of, and the conduct of the business of, the Company, (iii) memorializing the terms of the Membership Interests and authorizing the future issuance of additional Membership Interests, including equity awards under a Management Incentive Plan (as defined herein), in accordance with this Agreement, and (iv) setting forth the respective rights and obligations of the Members, in each case, as of and after the Effective Date; and

WHEREAS, the Plan provides that this Agreement shall be effective and binding in accordance with the terms and conditions thereof upon all holders of Membership Interests as of the date hereof, who shall be deemed to have executed this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Article I

DEFINITIONS

1.1 Definitions.

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

“**Act**” means the Delaware Limited Liability Company Act, as amended from time to time.

“**Ad Hoc Revolving Members**” means, collectively, the Members identified in Schedule 1, and any Permitted Transferees of the foregoing that have executed a Joinder.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term **“control”** (including the terms **“controlled by”** and **“under common control with”**) as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting Securities, by contract or otherwise. The term **“Affiliated”** shall have a correlative meaning. For the avoidance of doubt, an “Affiliate” of a Member shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (a) is directly or indirectly managed, advised, sub-advised or controlled by such Member or any Affiliate of such Member, (b) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Member, or (c) is expressly specified herein and any Person controlled by such Person; *provided, however*, that an Affiliate shall not include any portfolio company of any Person (including any Member).

“Blue Torch” means, collectively, Blue Torch Capital LP together with its Affiliates and its and their Permitted Transferees.

“Board of Managers” means the Board of Managers of the Company provided for in Article V.

“Business Day” means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the State of New York.

“Capital Contribution” means the contribution made, or deemed to have been made, by a Member in accordance with Section 3.1.

“Cause” means, with respect to any holder of Incentive Interests, the definition of Cause in such holder’s grant award agreement with the Company or its Subsidiaries, as applicable; provided, however, that, if no such grant award agreement is in effect (or if Cause is not defined therein), then Cause shall mean, as determined by the Board of Managers in its sole discretion, the occurrence of any of the following events with respect to such holder (a) substantial or repeated failure or refusal to perform, or gross negligence in the performance of, such holder’s duties and responsibilities (with or without any accommodation in accordance with applicable law) or refusal or failure to comply with a lawful direction or order of such holder’s immediate supervisor or the Board of Managers; (b) an act or omission that is, or could reasonably be expected to be, materially injurious to the Company or any of its Affiliates (monetarily, reputationally or otherwise); (c) breach of a fiduciary duty or duty of loyalty to the Company or any of its Affiliates; (d) engagement in fraud, theft, embezzlement or misappropriation of any material amount of money or other assets of the Company or any of its Affiliates, or any other act of material dishonesty by such holder; (e) commission of, indictment for (or the procedural equivalent thereof) or conviction of, or plea of guilty or nolo contendere to, any felony (or any state law equivalent) or any other crime involving moral turpitude (in accordance with applicable law) or the violation of any federal, state or securities law; (f) breach of any restrictive covenants by which the holder may be bound and any material breach of such holder’s obligations under any agreement entered into between such holder and the Company or any of its Affiliates (including any award agreement); (g) the unlawful use (including being under the influence) or possession of illegal drugs by such holder on the premises of the Company or any of its Affiliates and/or while performing any duties or responsibilities with the Company or any of its Affiliates or (h) material breach of the policies or procedures of the Company or any of its Affiliates that results in material economic or reputational harm to the Company or any of its Affiliates (including policies related to sexual harassment, sexual misconduct or sex-based discrimination). Any voluntary resignation of a holder’s employment or service in anticipation of a termination of such holder’s

employment or service by the Company or any of its Affiliates for Cause shall be deemed to be a termination by the Company for Cause. Further, a holder's employment or service shall be deemed to have been terminated for Cause if, following termination of such holder's employment or services, as applicable, an act or omission is discovered (of which the Board of Managers was previously unaware) that if known at the time of termination would have justified a termination for Cause.

"Chief Executive Officer" means a natural person from time to time serving as chief executive officer of the Company in accordance with this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules or statutes thereto.

"Commission" means the United States Securities and Exchange Commission.

"Competitor of the Company" means any Person (including a holding company) that the Board of Managers determines in good faith is a direct or indirect competitor of the Company or any of its Subsidiaries; *provided*, that (a) no Person (excluding any holding company) who has a passive financial or other passive investment interest in a direct or indirect competitor of the Company or any of its Subsidiaries shall be deemed to be a Competitor of the Company so long as such Person (excluding any holding company) is not involved in the management of or does not otherwise provide services to such direct or indirect competitor or any of its Affiliates and has not designated, or does not have the right to designate, any member or non-voting observer of the board of directors (or similar governing body) of such direct or indirect competitor or any of its Affiliates and (b) no Member as of the Effective Date shall be deemed to be a Competitor of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"Excluded Issuances" means any Common Interests or other equity or equity-linked securities issued (a) pursuant to or issued upon the exercise of options granted under any management incentive plan or in connection with any bona fide employment or similar arrangement that is duly approved by the Board of Managers (each such arrangement, a **"Management Incentive Plan"**), (b) to sellers as consideration for an acquisition, merger or similar transaction (including a joint venture), (c) pursuant to conversion or exchange rights included at the time of issuance in the terms of equity interests or debt (as applicable) issued in compliance with the Preemptive Rights set forth in Section 9.8 or otherwise issued as an Excluded Issuance, (d) to effect an equity interests split, division or dividend or similar transaction or reorganization, in each case on a pro rata basis to all holders of Common Interests, (e) as equity kickers to bona fide debt financing sources, (f) in connection with an exchange of equity, debt or debt securities, in each case on a *pro rata* basis to all holders of Common Interests and/or (g) by a Subsidiary of the Company solely to the Company or another wholly-owned direct or indirect Subsidiary of the Company

"Family Member" means an individual's spouse, domestic partner, sibling, child, or other lineal descendant of such individual (including adoptive relationships and stepchildren) and the spouses of each such natural person.

"Fundamental Matter" means actions by the Company or any of its Subsidiaries to:

- (a) issue equity interests (other than equity issuances in accordance with the Preemptive Rights set forth in Section 9.8 or an Excluded Issuance), or repurchase, redeem or

reclassify any equity interests, or approve any Initial Public Offering (including filing any registration statement in respect thereof),

(b) incur indebtedness for borrowed money (other than indebtedness permitted to be incurred pursuant to Section 6.1 of the Exit Credit Agreement as in effect on the Effective Date),

(c) enter into or modify any Related Party Transaction or agreement relating thereto in excess of five hundred thousand dollars (\$500,000) other than as set forth in Section 5.9 herein (it being understood that the Exit Credit Agreement shall not be deemed a Related Party Transaction for purposes of this clause (c)),

(d) consummate or agree to consummate any (1) sale of the Company, merger or acquisition transaction, (2) disposition of assets (other than in the ordinary course), *provided, however*, from and after the Effective Date, upon the aggregate receipt of no less than three hundred million dollars (\$300,000,000) by the Reorganized Debtors from the disposition of assets (and the contemporaneous satisfaction in full in cash of the New Money Term Loans and the Senior Takeback Term Loans), the sale of assets shall no longer be considered a Fundamental Matter or (3) business combination or other merger or acquisition transaction, in each case of (1), (2), and (3), above, other than pursuant to and in accordance with Section 9.4 herein,

(e) undertake any voluntary liquidation, winding up or dissolution or file a voluntary bankruptcy petition, other than for purposes of preserving material contract assets, including the Carrier Contracts, or on account of material liabilities, and

(f) make or declare any dividend or distribution (other than by a wholly owned subsidiary of the Company to the Company or another wholly owned subsidiary of the Company, by the Company in respect of the Preferred Interests outstanding on the Effective Date in accordance with the terms thereof as in effect on the Effective Date, or by the Company in cash on a *pro rata* basis to holders of Common Interests).

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Incentive Interests” means any Common Interests issued under a Management Incentive Plan and designated as Incentive Interests by the Board of Managers.

“Independent Third Party” means any Person who, immediately before the contemplated transaction, (a) does not own in excess of 5% of the Common Interests on a fully-diluted basis (a **“5% Holder”**); (b) is not an Affiliate of a 5% Holder; and (c) is not the spouse or descendent (by birth or adoption) of a 5% Holder.

“Indebtedness” means with respect to any Person, without duplication, any liability of such Person (a) for borrowed money, whether current or funded, secured or unsecured, or with respect to deposits or advances of any kind, (b) incurred or assumed as the deferred purchase price of assets, property or services (including earn-outs, seller notes or similar contingent payment arrangements in favor of third parties) (but excluding trade accounts payable arising in the ordinary course of business), (c) evidenced by notes, bonds, debentures, mortgages or other similar instruments, (d) for the reimbursement of any obligor on any banker’s acceptance, letter of credit, performance bond or similar credit transaction, (e) leases required to be capitalized under GAAP, (f) for indebtedness of others of the type referred to in the foregoing clauses guaranteed by such Person to the extent of such guarantee or

arrangement, and (g) for indebtedness of any other Person of the type referred to in clauses (a), (b), (c), (d), (e) and (f) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such indebtedness referred to in this clause (g) being deemed to be the lesser of the value of such property or asset or the amount of the Indebtedness so secured to the extent of such security interest. Except as otherwise provided in this definition of “Indebtedness”, the amount of Indebtedness of any Person at any date shall be (i) the outstanding principal amount of all unconditional obligations described above and interest, as such amount would be reflected on a balance sheet prepared in accordance with GAAP, and (ii) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under GAAP to be accrued with respect to any other contingent obligation.

“**Initial Public Offering**” means (a) the initial underwritten public offering of the Membership Interests or other equity interests of the Company or any corporate successor thereto, the parent of the Company or any of their respective Subsidiaries, pursuant to an effective registration statement filed under the Securities Act, (b) a transaction with a special purpose acquisition company (SPAC) (other than a Drag-Along Sale pursuant to Section 9.4) pursuant to which the Company becomes, or merges into, a public registrant under the Securities Act, or (c) a direct listing of the Membership Interests on a national securities exchange, in each case, that provides for at least fifty million dollars (\$50,000,000) in gross proceeds to the Company or any of the Company’s Subsidiaries and, immediately after such Initial Public Offering, such Membership Interests or other equity interests or other equity interests of any of the Company’s Subsidiaries is quoted or listed for trading on a National Securities Exchange.

“**Investment Manager**” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person. The term “**control**” as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management, policies, or decisions of a Person, whether through the ownership of voting Securities, by contract or otherwise.

“**Joinder**” means a joinder to this Agreement, which shall be in substantially the form attached hereto as Exhibit D.

“**Manager**” means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

“**Members**” means the Persons who are parties hereto as listed on the Register of Members; *provided, however*, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the Act; *provided further, however*, that a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Membership Interests. Holders of Incentive Interests shall not be treated as, and shall not have any rights of, Members other than the right to receive distributions pursuant to Section 3.4 and the obligations applicable to Members in Article IX or Article XI or as otherwise explicitly provided herein or by the Board of Managers.

“**National Securities Exchange**” means the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange or another U.S. national securities exchange registered with the Commission.

“Percentage Ownership” means, with respect to any Member, the fraction, expressed as a percentage, the numerator of which is the total number of Membership Interests held by such Member and the denominator of which is the total number of Membership Interests issued and outstanding at the time of determination, excluding, from each of the numerator and the denominator above, any options, warrants, convertible debt obligations, Incentive Interests or similar Securities.

“Person” means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any “group” within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

“Plan Effective Date” means July 21, 2026.

“Preemptive Rightholder” means (i) each Member that was a Member as of the Effective Date, and (ii) each Member that became a Member after the Effective Date who, as of the applicable date of determination, together with its Affiliates, holds, as of the applicable time, at least one (1) Common Interest (excluding Incentive Interests).

“PSP” means, collectively, PSP Investments together with its Affiliates and its and their Permitted Transferees.

“Redwood” means, collectively, Redwood Capital Management, LLC together with its Affiliates and its and their Permitted Transferees.

“Register of Members” means a schedule containing the name, address, class and number and type of Membership Interests, which schedule is maintained by the Company or caused by the Company to be maintained (including by the Company’s transfer agent, if any); *provided, however*, that, for the avoidance of doubt, (a) each Member shall at all times be entitled to request and review a redacted version of such Register of Members showing the Membership Interests held by such Member and its Affiliates and (b) such schedule shall be deemed Confidential Information and, unless required by applicable law, will not be made publicly available or disclosed to any Person without the prior written approval of the Board of Managers.

“Regulated Holder” means any person that is a bank holding company, or any affiliate or subsidiary of any bank holding company, as such terms are defined in the U.S. Bank Holding Company Act and its implementing regulations and rules, 12 U.S.C. § 1841 et seq.

“Related Person” means (a) any Affiliate of the Company and (b) any other Person if such other Person and its Affiliates beneficially own (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than five percent (5%) of the then-outstanding Common Interests.

“Reorganized Debtors” means some or all of the Debtors, as reorganized pursuant to the Plan, on and after the Plan Effective Date, or any successors or assigns thereto including by transfer, merger, consolidation or otherwise, and including any new Person established in connection with the implementation of the Restructuring Transactions, including, for the avoidance of doubt, the Company.

“Sale of the Company” means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation or whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to an Independent Third Party (or group of Independent Third Parties) or (b) the consummation by the

Company or a Subsidiary of the Company of any transaction or series of related transactions (including any merger, recapitalization, stock issuance, consolidation or restructuring whether by operation of law or otherwise), the result of which is that the Members of the Company or the equity holders of its Subsidiaries or their respective Affiliates, as applicable, immediately prior to such transaction (in their capacities as such) possess less than a majority of the outstanding Membership Interests or of the membership or other equity interests of any surviving entity of any such transaction immediately after the consummation of such transaction or series of related transactions (excluding from the numerator and denominator of such calculation any Incentive Interests).

“Securities” means “securities” as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person’s capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person’s capital stock.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“Subsidiary” means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (a) fifty percent (50%) or more of the Securities or other ownership interests, including profits, equity or beneficial interests; or (b) Securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

“Tax” and **“Taxes”** means any federal, state, local, or non-U.S. taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Transfer” means any direct or indirect transfer, sale, assignment, pledge, hypothecation or other disposition of any Membership Interest, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Membership Interest, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; *provided, however*, that (a) a transaction that is a pledge in connection with a financing arrangement shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (b) any pledge in favor of a bank or broker dealer at which a Member maintains an account, where such bank or broker dealer holds a security interest or other encumbrance over property in the account generally shall not be deemed a “Transfer” for any purposes hereunder; (c) with respect to any Member that is a widely held “investment company” as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; (d) with respect to any Member that is a private equity fund, hedge fund or similar vehicle (including any investment fund or managed account), any Transfer of limited partnership or other similar non-control interest in any Member or entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof; and (e) the change of an Investment Manager of a Member that does not also result in the Transfer of the underlying beneficial interest in Membership Interests of such Member will not be deemed to be a Transfer for purposes hereof. The term **“Transferred”** shall have a correlative meaning.

“**Treasury Regulations**” means the regulations, including temporary regulations, promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.2 **Construction; Usage Generally.** The definitions in this Article I or the Schedules to this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference in this Agreement to \$ shall mean U.S. dollars. In calculating any Member’s ownership of Membership Interests for the purposes of determining whether a Member shall have certain rights under this Agreement, all applicable Membership Interests held by Affiliated Members shall be aggregated for the purposes of such determination; *provided, however*, that no Membership Interests shall be attributed to more than one Person within any such group of Affiliated Members. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

1.3 **Cross References to Defined Terms.** Each capitalized term listed below is defined on the corresponding page of this Agreement:

Term Page No.

5% Holder	8
Accelerated Acquirer	42
Act	5
Ad Hoc Revolving Members	5
Additional Capital Contribution	17
Affiliate	5
Agreement	4
Approved Sale	38
Bankruptcy Code	4
Bankruptcy Court	4
Base Participating ROFO Member	36
Blue Torch	6
Blue Torch Manager	20
Blue Torch Specified Amount	20
Board of Managers	6
Business Day	6
Capital Contribution	6
Carrier	20

Carrier Contract 20
Cause 6
CEO Manager 21
Certificate 5
Chairperson 23
Chief Executive Officer 6
Class A Designation of Rights 18
Class A Preferred Units 18
Class A-1 Designation of Rights 18
Class A-1 Preferred Units 18
Code 7
Commission 7
Common Interests 18
Company 4
Competitor of the Company 7
Confidential Information 50
Confirmation Order 4
Counterparty 43
Counterparty Excluded Information 43
Damages 30
Debtor Affiliates 4
Debtors 4
Designating Member 20
Drag-Along Notice 38
Drag-Along Outside Date 38
Drag-Along Sale 38
Effective Date 4
Effective Transfer Time 40
Employee Redeemed Member 43
Employee Redeemed Member Repurchase Right 43
Employee Redemption Notice 43
Event of Dissolution 45
Excess ROFO Portion 36
Exchange Act 7
Excluded Issuances 7
Exit Credit Agreement 4
Extra Participating ROFO Member 36
Family Member 7
Final Offer Notice 36
Fund Indemnatee 30
Fund Indemnitors 30
Fundamental Matter 7
GAAP 8
GoHealth, Inc. 4
Governmental Authority 8
Incentive Interests 8
Indebtedness 8
Indemnatee 30
Independent Manager 21
Independent Manager Specified Amount 21

Independent Third Party 8
Initial Public Offering 9
Investment Manager 9
Joinder 9
Junior Takeback Term Loans 4
Lenders 4
Major Members 21
Management Incentive Plan 7
Manager 9
Members 9
Membership Interest 18
National Securities Exchange 9
New Equity Securities 41
New Money Term Loans 4
Notice of Acceptance 41
Observer 22
Offer Notice 36
Offer Purchase Notice 36
Offer Sale Price 36
Offered Interests 36
Offered Securities 41
Participating ROFO Members 36
Percentage Ownership 9
Permitted Amendment 18
Permitted Transferees 36
Person 9
Petition Date 4
Plan 4
Plan Effective Date 9
Preemptive Offer 41
Preemptive Right 41
Preemptive Rightholder 10
Preferred Interests 18
Principal Office 15
Proportionate Percentage 41
Protected Person 29
PSP 10
PSP Manager 20
PSP Specified Amount 20
Redwood 10
Redwood Manager 21
Redwood Specified Amount 21
Register of Members 10
Regulated Holder 10
Related Party Transaction 26
Related Person 10
Reorganized Debtors 10
Representative Manager 20
Restructuring Transactions 4
ROFO Evaluation Period 36

ROFO Member	36
Sale of the Company	10
Securities	10
Securities Act	11
Selling Members	38
Selling ROFO Member	36
Senior Takeback Term Loans	4
Servicer Engagement	20
Specified Amount	21
Specified Provisions	47
Subject Purchaser	41
Subsidiary	11
Successor Corporation	47
Tax	11
Taxes	11
Term Loans	4
Third Party Purchaser	36
Third Party Sale	37
Transfer	11
Transfer Conditions	40
Treasury Regulations	11
Voting Interest	28

Article II THE COMPANY AND ITS BUSINESS

2.1 **Formation.** The Members hereby agree to continue the Company, which was converted from GoHealth, Inc. pursuant to the provisions of the Act by filing the Certificate with the Secretary of State of the State of Delaware on July 21, 2026 and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the Act. This Agreement shall constitute the “limited liability company agreement” (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 **Company Name.** The name of the Company is “New GoHealth, LLC”. The Board of Managers may (without the consent of any Member) change the Company’s name at any time and from time to time in accordance with the provisions of the Act.

2.3 **Effective Date.** This Agreement is entered into, and is effective, as of the Effective Date.

2.4 **Term.** The Company shall continue until dissolved and its affairs wound up in accordance with the Act and the terms of this Agreement.

2.5 **Offices.** The principal office of the Company shall be established and maintained at 222 West Merchandise Mart Plaza, Suite 1750, Chicago, Illinois 60654 or at such other or additional place or places as the Board of Managers shall determine from time to time (“**Principal Office**”). The Company may have other offices at such place or places as the Board of Managers may from time to time designate.

2.6 **Registered Office and Registered Agent.** The address of the Company’s registered office in the State of Delaware and the name and address of the Company’s registered agent in the State of Delaware shall be as set forth on the Certificate. The Board of Managers may designate another registered agent and/or registered office from time to time in accordance with the provisions of the Act and any other applicable laws.

2.7 **Filings; Authorized Persons; Ratifications.** The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, qualification and operation of a limited liability

company, the ownership of property and the conduct of business under the laws of the State of Delaware and each other jurisdiction in which the Company shall own property or conduct business. Vijay Kotte was designated as an “authorized person,” within the meaning of the Act, to execute, deliver and file the Certificate and the execution, delivery and filing of the Certificate is hereby ratified. The Members ratify any and all acts taken or caused to be taken by any “authorized person” (within the meaning of the Act), in the name of or on behalf of the Company and any of its Subsidiaries prior to the Effective Date.

2.8 Purposes. The Company is formed for the purposes of engaging in any lawful acts or activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

2.9 No Partnership. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member, Manager or officer of the Company shall be a partner or joint venturer of any other Member, Manager or officer of the Company as a result of this Agreement.

2.10 Non-Voting Equity Securities. The Company shall not issue any non-voting equity Securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code; provided, however, that the foregoing restriction (a) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, (b) shall not have any further force or effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code; and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

Article III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 Admission

(a) On the Effective Date and pursuant to the Plan, (i) each of the Members holding Allowed First Lien Claims (as defined in the Plan) has exchanged, or is deemed to have exchanged, directly or indirectly, a portion of such Member’s Allowed First Lien Claims for its *pro rata* share of the Common Interests (subject to dilution, if any, on account of the Management Incentive Plan), in full and final satisfaction, settlement, release and discharge of a portion of the Allowed First Lien Claims and (ii) the holders of Allowed GoHealth, Inc. Preferred Stock (as defined in the Plan) received the Reinstated (as defined in the Plan) and converted Preferred Interests, in each case, as set forth opposite such Member’s name on the Register of Members. Notwithstanding anything to the contrary contained herein, pursuant to the Plan, from and after the Effective Date, all Members are hereby subject to the terms and conditions of this Agreement, and such Members shall be deemed to have executed and become parties to this Agreement without the need to deliver signature pages hereto, and no further approval of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing.

(b) The Register of Members shall be amended by (or caused to be amended by) the Board of Managers following any Transfer as provided by Article IX or any issuance of additional Membership Interests in accordance with this Agreement. The Company shall provide any Member’s individual holdings of Membership Interests, as well as the total amount of outstanding Membership Interests, at any time to such Member upon request.

(c) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX) shall contribute cash, other property (including Securities) or services rendered in the amount and of the type designated by the Board of Managers and the Register of Members shall be amended at the time of such additional Members’ admission as a Member by the Board of Managers or a duly authorized officer (or by the transfer agent (if any) upon instruction by the Board of Managers or a duly authorized officer) to reflect such contribution.

3.2 Additional Capital Contributions. No Member shall be obligated to make any Additional Capital Contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (other than initial Capital Contributions) shall be deemed to be an “**Additional Capital Contribution**” by such Member for the purposes of this Agreement, and the Register of Members shall be

amended at the time of such Additional Capital Contribution by the Board of Managers (or by the transfer agent (if any) upon instruction by the Board of Managers) to reflect such contribution.

3.3 No Interest in Company Property. A Member's Membership Interests shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 Distributions. **NO MEMBER SHALL BE ENTITLED TO RECEIVE ANY DISTRIBUTION FROM THE COMPANY EXCEPT AS PROVIDED IN THIS AGREEMENT. DISTRIBUTIONS (WHETHER INTERIM DISTRIBUTIONS OR DISTRIBUTIONS ON LIQUIDATION) MADE AFTER THE EFFECTIVE DATE SHALL BE MADE IN AMOUNTS AND AT SUCH TIMES AS DETERMINED BY THE BOARD OF MANAGERS TO THE MEMBERS, SUBJECT TO THE CLASS A DESIGNATION OF RIGHTS, THE CLASS A-1 DESIGNATION OF RIGHTS AND THE RESTRICTIONS SET FORTH IN THE ACT. SUBJECT TO THE CLASS A DESIGNATION OF RIGHTS AND THE CLASS A-1 DESIGNATION OF RIGHTS, ALL DISTRIBUTIONS, DIVIDENDS, OR REDEMPTIONS SHALL BE MADE TO OR AMONG MEMBERS *PRO RATA* IN ACCORDANCE WITH THE MEMBERSHIP INTEREST HELD BY EACH MEMBER; *PROVIDED, HOWEVER*, THAT (A) THE INCENTIVE INTERESTS MAY, BY THEIR TERMS (INCLUDING ANY TERMS OF SUCH INCENTIVE INTERESTS SET FORTH IN THEIR APPLICABLE GRANT DOCUMENT, AWARD AGREEMENT OR MANAGEMENT INCENTIVE PLAN), WHICH TERMS MUST BE APPROVED BY THE BOARD OF MANAGERS, PROVIDE FOR OR RESULT IN NON-*PRO RATA* DISTRIBUTIONS, DIVIDENDS, OR REDEMPTIONS AMONG THE MEMBERS, THE MEMBERSHIP INTERESTS, AND/OR THE INCENTIVE INTERESTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THAT ANY OR ALL OF THE INCENTIVE INTERESTS MAY NOT HAVE A RIGHT TO NOR PARTICIPATE IN DISTRIBUTIONS, DIVIDENDS OR REDEMPTIONS UNLESS OR UNTIL CERTAIN SPECIFIED THRESHOLDS OR HURDLES ARE SATISFIED); (B) NO UNVESTED INCENTIVE INTERESTS SHALL RECEIVE ANY SUCH DISTRIBUTIONS, DIVIDENDS OR REDEMPTIONS NOR SHALL THEY BE ENTITLED TO ANY SUCH DISTRIBUTIONS, DIVIDENDS OR REDEMPTIONS UNLESS AND UNTIL OTHERWISE DETERMINED BY THE BOARD OF MANAGERS; AND (C) NO VESTED INCENTIVE INTERESTS SHALL RECEIVE ANY SUCH DISTRIBUTIONS, DIVIDENDS OR REDEMPTIONS NOR SHALL THEY BE ENTITLED TO ANY SUCH DISTRIBUTIONS, DIVIDENDS OR REDEMPTIONS UNLESS AND UNTIL OTHERWISE DETERMINED BY THE BOARD OF MANAGERS OR EXPRESSLY AUTHORIZED BY THE TERMS OF THE APPLICABLE GRANT DOCUMENT, AWARD AGREEMENT OR MANAGEMENT INCENTIVE PLAN GRANTING AND GOVERNING SUCH VESTED INCENTIVE INTEREST (IN EACH CASE WHICH DOCUMENT, AGREEMENT OR FORM OF DOCUMENT OR AGREEMENT HAS BEEN APPROVED BY THE BOARD OF MANAGERS). THE HOLDERS OF INCENTIVE INTERESTS SHALL NOT HAVE ANY VOTING RIGHTS OR ANY OTHER RIGHTS, OTHER THAN THE RIGHT TO RECEIVE DISTRIBUTIONS AS SET FORTH IN THIS SECTION 3.4 AND THE OBLIGATIONS APPLICABLE TO MEMBERS IN ARTICLE IX OR ARTICLE XI OR AS OTHERWISE EXPLICITLY PROVIDED HEREIN OR BY THE BOARD OF MANAGERS OR IN THE APPLICABLE GRANT DOCUMENT OR AWARD AGREEMENT THEREUNDER. IN ADDITION TO THE PROVISIONS SET FORTH IN THIS AGREEMENT, THE INCENTIVE INTERESTS SHALL BE SUBJECT TO VESTING, FORFEITURE, TERMINATION AND OTHER PROVISIONS TO BE SET FORTH IN THE APPLICABLE GRANT DOCUMENT, AWARD AGREEMENT OR MANAGEMENT INCENTIVE PLAN PURSUANT TO WHICH SUCH INCENTIVE INTERESTS WERE ISSUED.**

Article IV MEMBERSHIP INTEREST

4.1 Membership Interest.

(a) As of the Effective Date, the ownership interests in the Company (each, a "*Membership Interest*") are evidenced by two classes of ownership interests:

(i) common interests (collectively, the "*Common Interests*"); and

(ii) preferred interests designated as Class A Preferred Units ("*Class A Preferred Units*") and Class A-1 Preferred Units ("*Class A-1 Preferred Units*") and, collectively with the Class A Preferred Units, the "*Preferred Interests*") which shall have

the rights, privileges and preferences as set forth on the Designation of Rights of Class A Preferred Unit (the “***Class A Designation of Rights***”) and the Designation of Rights of Class A-1 Preferred Units (the “***Class A-1 Designation of Rights***”) attached hereto as Exhibit A and Exhibit A-1, respectively.

(b) The Membership Interests shall be in such amounts as initially set forth on the Register of Members. The initial aggregate amount of Membership Interests issued and outstanding after consummation of the transactions described in Section 3.1(a) shall be 10,050,000 Membership Interests, consisting of 50,000 Class A Preferred Units, 0 Class A-1 Preferred Units, and 10,000,000 Common Interests. All Common Interests shall have identical rights in all respects as all other Common Interests except as otherwise expressly specified in this Agreement.

(c) For the avoidance of doubt, any actions taken by the Board of Managers (including amendment of this Agreement) in connection with the creation or maintenance of Incentive Interests, including (i) creating any new classes of ownership interests which may be designated as ‘Incentive Interests’ and/or (ii) modifying or canceling any existing Incentive Interests, shall not require the consent of Members pursuant to Sections 9.8 or 11.4 and shall constitute and be deemed to be a Permitted Amendment.

4.2 Designation of Membership Interest. Subject to the Class A Designation of Rights and the Class A-1 Designation of Rights, the Board of Managers shall have the power to designate the ownership interests in the Company into one or more additional classes and/or series of Membership Interests, to increase the aggregate amount of Membership Interests and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 9.8 and 11.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, a “***Permitted Amendment***”).

4.3 Issuance of Membership Interests; Register; Transfer. Subject to the Class A Designation of Rights, the Class A-1 Designation of Rights and Sections 3.2 and 9.8, the Board of Managers may issue additional Membership Interests (including Incentive Interests) from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Membership Interests, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine, whose determination shall be conclusive, *provided*, that the Board of Managers shall not issue any additional classes of interests or other equity securities that rank senior to the Preferred Interests as to the payment of dividends and distribution of assets upon the Company’s liquidation, dissolution or winding-up (or reclassify, exchange or convert the Preferred Interests into equity interests that rank junior to the Common Interests as to the payment of dividends and distribution of assets upon the Company’s liquidation, dissolution or winding-up) except pursuant to and in accordance with Class A Designation of Rights and the Class A-1 Designation of Rights. The Board of Managers may (a) provide that a register of holders of any or all Membership Interests shall be kept and (b) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine, whose determination shall be conclusive.

4.4 Certificates. The Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing the Membership Interests; *provided, however*, that, with respect to each Member, such Member’s Membership Interests shall be uncertificated unless such Member agrees to receive a certificate evidencing its Membership Interests. Each certificate, if any, evidencing its Membership Interests shall bear (or, if uncertificated, shall be deemed to bear) an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law, including a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY
ISSUED ON THE DATE OF ISSUANCE AND THE OFFER AND SALE OF THE SECURITIES HAVE
NOT BEEN REGISTERED UNDER THE UNITED STATES

SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND APPLICABLE STATE SECURITIES LAWS. THE SECURITIES ARE ALSO SUBJECT TO THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF NEW GOHEALTH, LLC (THE “COMPANY”), DATED AS OF JULY 21, 2026, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.”

4.5 Fractional Units. Any fraction of a Membership Interest will be issued as a corresponding fractional Membership Interest computed to three (3) decimal places.

4.6 Persons Bound By Membership Interests. Any Person that acquires in any manner whatsoever any interest in any Membership Interest or any other Security of the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, executed and delivered a Joinder to this Agreement, including by accepting and not returning to the Company any certificate representing such Membership Interest or other Securities delivered to such Person, shall be deemed by the acceptance of such certificate and/or the benefits of the acquisition of Membership Interests or Securities, to have agreed to be subject to and bound by all of the terms, conditions and obligations of this Agreement.

Article V MANAGEMENT OF THE COMPANY

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually, however, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee of Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall initially consist of five (5) natural persons, in accordance with this Section 5.3. The initial Board of Managers as of the Effective Date is set forth on Schedule 5.3(a). The initial Board of Managers shall serve for a term of one (1) year, *provided, that*, solely with respect to the CEO Manager, if the Board of Managers has directed the Company or any of its Subsidiaries to engage a servicer in connection with the administration and performance of such entities' obligations under any contract with any

carrier set forth on Schedule 5.3(a)(iii) hereto or any Affiliate thereof (each a “*Carrier*”, and each such contract, a “*Carrier Contract*”) and such engagement has been consummated (a “*Servicer Engagement*”), the CEO Manager seat shall immediately cease to exist and the Board of Managers shall thereafter have four (4) Managers. Following the initial term and until an Initial Public Offering, the Board of Managers shall be elected and/or appointed, as applicable, at each annual meeting of the Members, which election and/or appointment, as applicable, may also be conducted through action by written consent pursuant to Section 6.11, and, subject to this Section 5.3, shall be comprised of:

(i) Up to three (3) individuals (each, a “*Representative Manager*”) designated as follows (the Member entitled to designate a Representative Manager, in such capacity, a “*Designating Member*”):

(1) one (1) individual designated by Blue Torch (the “*Blue Torch Manager*”), for so long as Blue Torch holds at least twenty-five percent (25%) of the amount of Term Loans held by Blue Torch as of the Effective Date (the “*Blue Torch Specified Amount*”);

(2) one (1) individual designated by PSP (the “*PSP Manager*”), for so long as PSP holds at least twenty-five percent (25%) of the amount of Term Loans held by PSP as of the Effective Date (the “*PSP Specified Amount*”); and

(3) one (1) individual designated by Redwood (the “*Redwood Manager*”), for so long as Redwood holds at least twenty-five percent (25%) of the amount of Term Loans held by Redwood as of the Effective Date (the “*Redwood Specified Amount*”, and, collectively with the Blue Torch Specified Amount and the PSP Specified Amount, each a “*Specified Amount*”).

(ii) One (1) independent manager (the “*Independent Manager*”) designated collectively by (x) Blue Torch, PSP, and Redwood (the “*Major Members*”) and (y) the Ad Hoc Revolving Members; *provided* that the initial Independent Manager shall be selected in accordance with this Section 5.3(a)(ii) as soon as practicable after the Effective Date; *provided* that in the event any of the Major Members ceases to be a Major Member due to such Member ceasing to own its applicable Independent Manager Specified Amount or, collectively, the Ad Hoc Revolving Members cease to hold their Independent Manager Specified Amount, the appointment of the Independent Manager, if any, shall be by agreement of each of the remaining Major Members that continues to hold its Independent Manager Specified Amount and the Ad Hoc Revolving Members; *provided*, that the Ad Hoc Revolving Members continue to collectively hold their Independent Manager Specified Amount, respectively; and *provided, further*, that:

(1) if at any time, any of Blue Torch, PSP, Redwood or, collectively, the Ad Hoc Revolving Members no longer hold at least twenty-five percent (25%) of the Term Loans held by Blue Torch, PSP, Redwood or, collectively, the Ad Hoc Revolving Members as of the Effective Date, as applicable (each, as applicable, the “*Independent Manager Specified Amount*”), then (i) with respect to Blue Torch, PSP or Redwood, such Member holding less than its Independent Manager Specified Amount shall no longer be deemed a Major Member for purposes of appointing the Independent Manager and (ii) with respect to the Ad Hoc Revolving Members, the Ad Hoc Revolving Members shall no longer participate in the appointment of the Independent Manager;

(2) if at any time, (i) any two (2) of Blue Torch, PSP, or Redwood no longer hold its Independent Manager Specified Amount, and (ii) collectively,

the Ad Hoc Revolving Members no longer holds its Independent Manager Specified Amount, the Independent Manager shall resign from the Board of Managers and such vacant Manager seat shall be filled by a majority of the Board of Managers until the next annual meeting and, thereafter, the Board of Managers may nominate a candidate for that Manager seat and such Manager shall be elected by an affirmative vote of the Members owning a majority of the issued and outstanding Voting Interests; and

(3) if at any time, none of Blue Torch, PSP or Redwood holds its applicable Independent Manager Specified Amount, the Ad Hoc Revolving Members shall designate the Independent Manager for so long as, collectively, the Ad Hoc Revolving Members continue to hold its Independent Manager Specified Amount, *provided*, that if, collectively, the Ad Hoc Revolving Members no longer hold its Independent Manager Specified Amount, such Independent Manager shall resign from the Board of Managers and such vacant Manager seat shall be filled by a majority of the Board of Managers until the next annual meeting and, thereafter, the Board of Managers may nominate a candidate for that Manager seat and such Manager shall be elected by an affirmative vote of the Members owning a majority of the issued and outstanding Voting Interests.

(iii) The then current Chief Executive Officer (the “**CEO Manager**”), unless a Servicer Engagement has occurred with respect to any Carrier Contract with any Carrier set forth on Schedule 5.3(a)(iii) hereto, upon which the CEO Manager seat shall cease to exist and the Board of Managers shall thereafter have four (4) Managers. The CEO Manager shall be removed automatically if such CEO Manager is no longer the Chief Executive Officer.

(b) Each Manager on the Board of Managers shall serve for a term of one (1) year and until his or her successor is elected and/or appointed, as applicable, pursuant to Section 5.3(c) or by written consent thereof pursuant to Section 6.11, or until his or her incapacity, death, removal or resignation.

(c) If at any time a Designating Member no longer has the right to designate a Representative Manager due to such Designating Member ceasing to hold its applicable Specified Amount, respectively, the Representative Manager appointed by such Designating Member shall promptly resign or otherwise shall automatically be removed without any action required from the Board of Managers in connection with such removal, and such vacant Manager seat shall be filled by a majority vote of the Board of Managers until the next annual meeting and, thereafter, the Board of Managers may nominate a candidate for that Manager seat and such Manager shall be elected by an affirmative vote of the Members owning a majority of the issued and outstanding Voting Interests. Subject to the designation thresholds set forth in Sections 5.3(a)(i)-(a)(ii), as applicable, (i) a Representative Manager may only be removed with the prior consent of the Designating Member entitled to designate such Representative Manager, and the Independent Manager may only be removed with the prior consent of the Major Members and/or the Ad Hoc Revolving Members, as applicable, entitled to appoint such Independent Manager, (ii) a Designating Member entitled to designate such Representative Manager, the Major Members and/or the Ad Hoc Revolving Members, as applicable, entitled to appoint such Manager may remove and replace the Representative Manager or the Independent Manager, as applicable, that it is entitled to appoint pursuant to this Section 5.3 at any time with or without cause by notice to the Board of Managers and the Company, and (iii) if at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager or if a seat on the Board of Managers has not previously been filled, such vacant Manager seat(s) shall be filled, in each case until the next annual meeting of the Members or applicable written consent of the Members, as applicable, by the Designating Member entitled to designate such Representative Manager, the Major Members, Ad Hoc Revolving Members or the Board of Managers, as applicable, and thereafter the Designating Member entitled to designate such

Representative Manager, the Major Members, Ad Hoc Revolving Members or the Board of Managers, as applicable, may nominate a candidate for such Representative Manager seat, Independent Manager seat or other Manager seat, as applicable, and such Manager shall be elected by an affirmative vote of the Members owning a majority of the issued and outstanding Common Interests (excluding, for purposes of this calculation, any Incentive Interests); *provided, however*, that if such Manager is the CEO Manager, and a Servicer Engagement has not occurred, such CEO Manager position will remain vacant until a new Chief Executive Officer is appointed.

(d) The Ad Hoc Revolving Members shall have the right to designate one (1) individual to attend all meetings of the Board of Managers (and meetings of any committee thereof) as a non-voting observer (the “**Observer**”) either in-person or by telephonic, virtual or other electronic means. The initial Observer as of the Effective Date is set forth on Schedule 5.3(d). Subject to Section 5.6(c), such Observer shall be provided with written notice (email being sufficient) of all meetings of the Board (and any committees thereof) and copies of all notices, memoranda, presentations and other materials provided to the Board of Managers in the same manner and at the same time as the Managers (such notices, memoranda, presentations and other materials shall be Confidential Information subject to the restrictions set forth in Section 11.17). Such Observer shall not have the right to vote as a Manager or otherwise have any rights of a Manager. Such right to appoint an Observer, such Observer’s right to attend any meetings of the Board of Managers (or any committee thereof) and receive copies of notice, memoranda, presentations and other materials, and any other rights granted to the Observer under this Agreement (including rights to notice) shall expire without requiring any further action immediately if, collectively, the Ad Hoc Revolving Members cease to hold at least ten percent (10%) of the Membership Interests held, collectively, by the Ad Hoc Revolving Members as of the Effective Date. The Ad Hoc Revolving Members may, with written notice (email being sufficient) to the Board of Managers, appoint an alternate to attend any meeting of the Board of Managers (or meetings of any committee thereof) in the place of the designated Observer. The Observer may be removed at any time, with or without cause, by the Ad Hoc Revolving Members that appointed such Observer. The Observer may resign at any time by so notifying the Ad Hoc Revolving Members that appointed such Observer. If at any time an Observer position is vacant by reason of the incapacity, death, removal or resignation of such Observer, the vacancy shall be filled by another individual designated by the Ad Hoc Revolving Members. The Observer shall agree to be bound by the confidentiality provisions set forth in Section 11.17. Observers must be given the opportunity to participate in any meetings of the Board of Managers (or meetings of any committee thereof) in person or by telephonic, virtual or electronic means by which all persons participating in the meeting can communicate concurrently with each other. The Observer shall be entitled to reimbursement for reasonable and documented out-of-pocket expenses actually incurred (including travel for any in-person Board of Manager meetings), *provided*, that such reimbursement shall not exceed thirty thousand dollars (\$30,000) per year if such Observer is not a full-time employee of any of the Ad Hoc Revolving Members.

(e) All Managers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers. Only the Managers who are not full-time employees of any Reorganized Debtor or the Member entitled to appoint such Manager shall be entitled to compensation in consideration for their service on the Board of Managers, which compensation, if any, shall be set by the Board of Managers from time to time.

(f) The Board of Managers may, but is not required to, select a member of the Board of Managers to serve as chairperson of the Board of Managers (the “**Chairperson**”). The Chairperson (who shall not be the CEO Manager) shall be elected by a majority of the Board of Managers.

(g) Any Manager may resign at any time by so notifying either (i) the Chairperson, if the Board of Managers has selected a Chairperson and such Chairperson is currently serving in such capacity or (ii) the full Board of Managers in writing; *provided*, the Chairperson may resign by notifying each of the other Managers in writing. Such resignation shall take effect upon receipt of such notice by the Chairperson or the Managers, as applicable, or at such later time as

is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(h) The designation of an individual as a Manager or Observer shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers (or any committee thereof) or employment with the Company.

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any one (1) or more Managers. Notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers then in office in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager then in office at least one (1) day before the date of such meeting. The Observer shall receive written notice (email being sufficient) of any regular or special meetings (including reconvening a meeting following any adjournments or postponements thereof) of the Board of Managers and its committees in the same manner and at the same time as the Managers and shall receive copies of all information provided to the Board of Managers and its committees in the same manner and at the same time as the Managers, subject to the second proviso in Section 5.6(c). To the extent the Chairperson or a majority of the Managers determine in good faith that all or any portion of a meeting (or any materials relating thereto) will involve the discussion or consideration of the performance, compensation, retention, removal or replacement of any Manager in his or her capacity as an officer or employee of the Company or any of its Subsidiaries, as applicable, the Board of Managers may: (1) conduct such portion of the meeting in executive session including only the disinterested Managers; and (2) limit or withhold advance notice of such portion of the meeting and any related materials from such Manager to the extent the Board of Managers determines such limitation is necessary or advisable to preserve candid discussion, protect privileged or confidential information, or address the relevant conflict of interest; *provided*, that reasonably prompt notice of the occurrence of such meeting shall be given to those Managers not included in such meeting. Notice of any meeting need not be given to any Manager or Observer then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager or Observer at a meeting shall constitute a waiver of notice of such meeting, except when the Manager or Observer attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person, by electronic means or by proxy, of (i) a majority of the Managers then in office and (ii) a majority of the Representative Managers (unless there are less than three (3) Representative Managers, but at least one (1) Representative Manager, in which case at least one (1) Representative Manager shall be present). Except as otherwise set forth in this Agreement, the Board of Managers shall act by vote of a majority of the Managers; *provided*, that the majority must include at least a majority of the Representative Managers (unless there are less than three (3) Representative Managers but at least one (1) Representative Manager, in which case, the majority must include at least one (1) Representative Manager); *provided further* that, with respect to any Fundamental Matters, such majority must also include the Independent Manager. Each Manager shall have one (1) vote.

(b) Subject to Section 5.4 and Section 5.9, no Manager shall be disqualified from acting on any matter because such Manager or the Member(s) appointing such Manager is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all Managers who are to act on such matter. Each Manager may authorize another Manager in writing to vote and act for such Manager by proxy, and such Manager holding such proxy shall be counted toward the determination of whether a quorum on the Board of Managers exists. In addition to the requirements of Section 5.5(a), any action pursuant to Section 5.9 shall require the approval of a majority of the disinterested Managers.

5.6 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting if a majority of the Managers required to carry the vote at any duly convened meeting thereof consent in writing to such action; *provided*, that with respect to any Fundamental Matters, such majority of the Managers consenting in writing must include the Independent Manager; *provided, further*, that reasonably prompt notice of the taking of any such action by written consent shall be given to those Managers who have not consented in writing (*provided* that the effectiveness of such action shall not be dependent on the giving of such notice).

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers and the Observer may attend and participate, and shall be given reasonable opportunity to attend and participate, in any meeting of the Board of Managers (or any committee thereof) by electronic means as described herein, and such participation shall constitute presence in person at such meeting; *provided*, that the Board of Managers may, in its discretion, invite individuals who are not Managers or Observers to attend a meeting of the Board of Managers (or any committee thereof); *provided, further*, that the Board of Managers may exclude such Observer from access to any materials or any meeting (or portion thereof) of the Board of Managers (or meetings of any committee thereof) if the Company concludes in good faith that such exclusion is reasonably necessary to preserve attorney-client or work product privilege between the Company or any of its Affiliates and its counsel.

(d) At each meeting of the Board of Managers, the Chairperson shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board of Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it, *provided, that*, for the avoidance of doubt, if any Fundamental Matter is designated to a committee, such action with respect to such Fundamental Matter shall remain subject to the approval of the Independent Manager pursuant to Section 5.5(a). The composition of any committee shall be determined by a majority of the Board of Managers.

5.7 Officers.

(a) All officers of the Company shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company. The following Persons shall be admitted as officers of the Company, in the office(s) set forth opposite their respective name, as of the Effective Date:

<u>Person</u>	<u>Office(s)</u>
Vijay Kotte	Chief Executive Officer and President
Brendan Shanahan	Chief Financial Officer
Bradley Burd	Secretary Chief Legal Officer and Corporate

(b) The secretary of the Company will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

5.8 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with Section 5.8(c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers (acting by majority vote of all Managers other than the officer being considered for removal, if applicable), at any time, with or without Cause.

5.9 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into, or amend or waive the material terms of, any transaction, agreement or arrangement (each such transaction, agreement or arrangement, a “**Related Party Transaction**”) with any Related Person, unless such transaction, agreement or arrangement is (i) a bona fide transaction, (ii) on arms’ length terms and (iii) if in the aggregate over five hundred thousand dollars (\$500,000), approved by the Independent Manager. The foregoing approval requirement shall not apply to (w) an equity offering by the Company subject to Preemptive Rights pursuant to Section 9.8 herein, (x) an ordinary course, arms’ length commercial transaction with a Member’s portfolio company, (y) a financing by the Company needed on an urgent basis for the business (subject to compliance with Section 9.8 herein within ten (10) Business Days following closing of such financing (on the same terms and conditions with a customary notice period)) or (z) compensation and benefits (including any equity compensation or awards pursuant to a Management Incentive Plan, indemnification or expense reimbursement arrangements) provided to Managers (subject to the provisions of this Agreement), managers, officers or employees of the Company and its Subsidiaries in the ordinary course of business.

Article VI MEMBERS AND MEETINGS

6.1 Members. The name, address, class and number and type of Membership Interests of each Member are set forth on the Register of Members. Such schedule shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, and the Transfer of Membership Interests, each as permitted by the terms of this Agreement. Absent manifest error as determined by the Board of Managers in good faith, the ownership interests recorded on the Register of Members shall be conclusive record of the outstanding Membership Interests and the record owners thereof.

6.2 Admission of New Members. New Members may be admitted (i) by the Board of Managers or (ii) in accordance with the Transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall (A) represent and warrant to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof and (2) the new Member is not a Competitor of the Company and will make such other representations as the Company shall deem necessary or appropriate, and (B) acknowledge that the Membership Interests are not registered under the

Securities Act, and that the Membership Interests may not be transferred or sold except pursuant to the terms of this Agreement and pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

6.3 Resignation. A Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company. This Section 6.3 shall have no effect on a Member's right to transfer Membership Interests in accordance with the terms of this Agreement.

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and, except as otherwise expressly set forth herein with respect to any specific powers, the Act. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company.

6.5 Meetings of Members. Meetings of the Members shall, and may only, be called by the Board of Managers. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.11.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of the Members; *provided*, the Board of Managers may also determine, whose determination shall be conclusive, to hold any annual meeting or special meeting of the Members by electronic means. If no designation is made, the place of meeting shall be the Principal Office of the Company. Members may participate in a meeting by any electronic means by which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called shall be delivered not less than five (5) days nor more than sixty (60) days before the date of the meeting, either personally, by email or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting.

(b) Notice to Members shall be given in accordance with Section 11.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting Interests. Each Common Interest shall be equal to one (1) vote. Class A Preferred Units shall be voting interests treated as Common Interests, on an as-converted basis, and shall vote with the Common Interests on an as-converted basis, subject to the terms and conditions set forth in the Class A Designation of Rights. Class A-1 Preferred Units (if and when issued) shall not be entitled to vote except as expressly provided otherwise, including as set forth in the Class A-1 Designation of Rights. Incentive Interests (if and when issued) shall not be entitled to vote. Except as expressly provided otherwise in this Agreement, including the Class A Designation of Rights and the Class A-1 Designation of Rights, the “**Voting Interest**” of each Member shall be equal to the Percentage Ownership of Common Interests owned by such Members (excluding, for purposes of this calculation, any Incentive Interests and, with respect to the Members holding Class A Preferred Units who are entitled to vote together with the holders of Common Interests, on an as-converted basis in accordance with the Class A Designation of Rights).

6.10 Quorum; Vote Required. The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Voting Interests (and, with respect to actions solely concerning the Class A Preferred Units or the Class A-1 Preferred Units, Members owning the requisite percentage of the Class A Preferred Units or the Class A-1 Preferred Units, as applicable, as set forth in the Class A Designation of Rights and the Class A-1 Designation of Rights, respectively) entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. When a quorum is present, the affirmative vote, in person or by proxy, of Members owning a majority of the Voting Interests entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

6.11 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Voting Interests that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; *provided, however*, a copy of the action taken by written consent shall be with the records of the Company maintained at the Principal Office. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members to take the action were obtained; *provided, however*, that the effectiveness of such action is not dependent on the giving of such notice. Written consent by the Members pursuant to this Section 6.11 shall have the same force and effect as a vote of such Members taken at a duly held meeting of the Members and may be stated as such in any document.

6.12 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any Member shall demand that voting be by ballot.

6.13 No Cumulative Voting. No Member shall be entitled to cumulative voting in any circumstance.

Article VII

EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculpation.

(a) No Manager, officer, “authorized person” (within the meaning of the Act) or Member, in any way, guarantees or shall be liable for the return of any Members’ capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by law (including Section 18-1101 of the Act), none of (i) the Managers or any “authorized person” (within the meaning of the Act), (ii) the Members (including each Member appointing, and each Investment Manager directing the appointment of, a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to or affiliated with such Member, Manager, and/or Investment Manager), or (iii) any of the Managers’, authorized persons’ or the Members’ respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, managers, advisors, representatives, agents or equityholders (each, a “**Protected Person**”) will be liable to

the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement for any loss or damage sustained by the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement except as specifically provided to the contrary in the immediately following sentence. None of the Protected Persons shall be liable to the Company, its Members, its Managers or any other Persons that are a party to or are otherwise bound by this Agreement for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby, unless such loss or damage is incurred by reason of such Protected Person's acts or omissions that constitute a bad faith violation of the implied contractual covenant of good faith and fair dealing or that otherwise violate the express terms of this Agreement. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; *provided, however*, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

(b) None of the Members, by reason of their execution of this Agreement or a Joinder to this Agreement or their status as Members or equity holders of the Company shall be responsible or liable for any Indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

7.2 Indemnification.

(a) To the fullest extent permitted by applicable law (including the Act), the Company shall indemnify and hold harmless each of the Protected Persons and each officer of the Company and each officer, director or manager of its Subsidiaries (each, an "**Indemnatee**") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "**Damages**"), that are actually and reasonably incurred by any Indemnatee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnatee of any of the Indemnatee's responsibilities hereunder and (ii) the service at the request of the Company, or any actions taken prior to the Effective Date in connection with service to the Company, by such Indemnatee as a partner, member, manager, director, "authorized person" (within the meaning of the Act), officer, trustee, employee or agent of any other Person; *provided, however*, that the Indemnatee (A) acted in good faith and, to the extent such Indemnatee is an officer, consultant or employee of the Company or its Subsidiaries, in a manner such Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, (B) did not violate any applicable fiduciary duties and (C) with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnatee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnatee did not act in good faith and in a manner which such Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnatee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnatee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; *provided, however*, that any such advance shall only be made if such Indemnatee provides written affirmation to repay such advance if it shall ultimately be determined

by a court of competent jurisdiction that such Indemnatee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates (each such Person, a "**Fund Indemnatee**") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates (collectively, the "**Fund Indemnitors**"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnatee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnatee is secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnatee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnatee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnatee with respect to any claim for which such Fund Indemnatee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnatee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnatee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnatee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnatee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnatee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

7.3 Liability; Duties.

(a) Except as otherwise expressly required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, officer nor any Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an officer, Member or acting as a Manager of the Company.

(b) To the fullest extent permitted by law (including Section 18-1101(c) of the Act), and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provision of law or equity or otherwise, the parties hereto hereby agree that any duties (including fiduciary duties) of a Member or Manager owed to the Company, the Members or any other Person (whether bound by this Agreement or otherwise), other than with respect to such Members and Managers that are employees, consultants or officers of the Company, are hereby waived and eliminated; *provided, however*, that the foregoing shall not (i) eliminate the implied contractual covenant of good faith and fair dealing and (ii) apply to employees or officers of the Company or its Subsidiaries. Notwithstanding any other provision of this Agreement (but subject to the provisos in the first sentence of this Section 7.3(b)) or otherwise applicable provision of law or equity, whenever in this Agreement, any Member or Manager (but not the officers of the Company, in their capacity as such) is permitted or required to take any action or make any decision, such Member or Manager shall be entitled to consider only such interests and factors as he, she or it desires, including exclusively his, her or its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, the Subsidiaries, any Member or any other Person, and shall be entitled to act in a manner adverse to the Company, the Subsidiaries, the Members and any other Person.

(c) The officers of the Company, in their capacity as such (including, for the avoidance of doubt, the CEO Manager in his or her capacity as Chief Executive Officer), shall have fiduciary duties identical to those of officers of business corporations organized under the General Corporation Law of the State of Delaware.

(d) The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of a Person to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement otherwise existing at law, in equity or otherwise, are agreed by the parties hereto to replace such other duties and liabilities of such Person.

(e) The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the Act (including Section 18-1101 of the Act) permitting members and managers of a limited liability company to eliminate fiduciary duties of Members and certain Managers to the fullest extent permitted under the Act.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers reasonably determines are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member and the Company acknowledges and affirms that the Members (and their owners, affiliated funds and Affiliates) may have, and may continue to participate in, directly or indirectly, investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) waives any conflicts of interest or potential conflicts of interest that exist or arise as a result of any such investments and agrees that no Member nor any Protected Person shall have liability to any Member or any Affiliate thereof, or the Company with respect to any such conflicts of interest or potential conflicts of interest, only as such conflicts of interest or potential conflicts of interest do not arise from business opportunities that are sourced or developed by the Company in the ordinary course, (ii) acknowledges and agrees that no Member nor any Protected Person will have any duty (A) to disclose to the Company or any other Member any such business opportunities (except as may be required or necessary with respect to Section 5.5(b)) or (B) not to pursue any such business opportunities, in each case, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for

itself unless if such business opportunity is sourced or developed by the Company in the ordinary course (except to the extent that such Protected Person is a Manager, officer or employee of the Company or any of its Subsidiaries), (iii) agrees that the terms of this Section 7.5 to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that a Member or other Protected Person may have to the Company or any other Member under the Act or other applicable law, rule or regulation, are reasonable in form, scope and content, and (iv) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member or other Protected Person may have to the Company or another Member, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

Article VIII

ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

(a) The books and records of the Company will be maintained at the Company's Principal Office.

(b) The Board of Managers shall maintain or cause to be maintained a system of accounting established and administered in accordance with the accrual method of accounting or as shall be required by GAAP, and shall set aside on the books of the Company or otherwise record all such proper reserves pursuant to the accrual method of accounting or as shall be required by GAAP.

(c) As soon as reasonably practicable after the close of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2026, but in any event not later than 120 days (or, in the case of the fiscal year ending December 31, 2026, 150 days) after the end of each fiscal year of the Company, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company) a copy of the audited consolidated financial statements of the Company and its Subsidiaries (including a balance sheet, statement of income and statement of cash flows) as of the end of such year, setting forth in comparative form the figures for the previous year, all in reasonable detail and prepared in accordance with GAAP and accompanied by (i) a report and opinion of an independent registered public accounting firm of nationally recognized standing, and (ii) a customary management discussion and analysis of the financial performance of the Company and its Subsidiaries.

(d) As soon as reasonably practicable, and on such periodic basis as provided therein, the Company shall provide (including by making available on a secure online data site) to each Member (other than to any Member that is a Competitor of the Company) any other reporting delivered to the Administrative Agent (as defined in the Exit Credit Agreement) (for further distribution by the Administrative Agent to the Lenders) under the Exit Credit Agreement.

(e) The Company shall make the information and reports to be provided pursuant to Sections 8.1(c) and 8.1(d) available (including by making available on an online data site) to the Members and any potential transferees of a Member's Membership Interests, in each case, subject to such potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis), in each case, other than to any Member or potential transferee that is a Competitor of the Company.

(f) Notwithstanding the foregoing, no financial information required to be furnished pursuant to Sections 8.1(c) and 8.1(d) shall be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that section.

(g) Promptly upon learning of the occurrence of any of the following events, the Company shall deliver to the Members written notice describing the same and the steps being

taken by the Company to cure or resolve such event: (i) the occurrence of an “event of default” under any applicable credit agreement; and (ii) the institution of, or any adverse determination in, any litigation, arbitration or governmental proceeding which is material to the Company.

(h) On a periodic basis, the Company shall furnish to the Members financial or other information of the Company expressly provided to or required to be provided to the lenders under the Exit Credit Agreement or any other debt facility, replacement or otherwise.

(i) Members shall also be provided the opportunity to attend a quarterly conference call with management. The Company shall provide Members with seven (7) days prior written notice of such quarterly conference calls.

(j) The Company shall furnish to a Member, upon reasonable request, any information reasonably required by such Member in connection with its public reporting obligations, to the extent such information is reasonably available to the Company.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on December 31. The taxable year of the Company for federal, state and local income tax purposes shall end on December 31 unless another date is required by the Code.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 Tax Election. The Company shall file an entity classification election with the Internal Revenue Service electing to be classified as an association taxable as a corporation for U.S. federal income tax purposes effective as of the date it became a limited liability company. Except in connection with an amendment of this Agreement pursuant to Section 11.6, neither the Company nor any Member shall take any action or make any election inconsistent with such classification. All provisions of this Agreement shall be construed so as to preserve the Company’s U.S. federal income tax status as a corporation.

8.5 Tax Returns. The Board of Managers shall prepare or cause to be prepared all income and other tax returns of the Company and shall cause the same to be filed in a timely manner (including extensions). The Company shall furnish to a Member, upon reasonable request, any information reasonably required by such Member in connection with its tax reporting obligations, to the extent such information is reasonably available to the Company.

Article IX

TRANSFERS OF MEMBERSHIP INTERESTS; RIGHT OF FIRST OFFER; DRAG-ALONG RIGHT; PREEMPTIVE RIGHTS

9.1 Limitation on Transfer.

(a) The Members shall not Transfer any Membership Interests except in accordance with the provisions of this Agreement (including the Class A Designation of Rights and the Class A-1 Designation of Rights). Any attempt to Transfer any Membership Interests in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. For the avoidance of doubt, any Transfer pursuant to Sections 9.2, 9.3 or 9.4 shall not be prohibited by this Section 9.1(a).

(b) No Transfer contemplated by this Article IX shall be permitted (i) if, as a result of such Transfer, the Company would be subject to reporting obligations under the Exchange Act or otherwise required to make any filing with the Commission, unless such Transfer occurs after the effective date of an Initial Public Offering, (ii) to a Competitor of the Company or any Competitor’s Affiliates (except in connection with a transaction that is a Drag-Along Sale) or (iii) if, as a result of such Transfer, an indirect Transfer in the Membership Interests occurs; *provided*, that transfers the ordinary course of limited partnership interests or other equity interests in a Member shall not be deemed to be prohibited by this clause (b)(iii)). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1 and to seek any

other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters reasonably necessary to administer or to determine compliance with this Section 9.1, and, absent actual fraud, bad faith, manifest error or self-dealing, the determinations of the Board of Managers shall be final and binding on the Company and the Members and any proposed transferee.

(d) The Members shall not, directly or indirectly, Transfer any Incentive Interests or permit any Incentive Interests to be subject to any liens, restrictions, claims, garnishments, or encumbrances, except those restrictions arising under applicable securities laws and this Agreement or with the prior written consent of the Board of Managers, and any attempt to Transfer any Incentive Interests or subject any Incentive Interests to any such liens, restrictions, claims, garnishments, or encumbrances without the prior written consent of the Board of Managers shall be null and void *ab initio* and the Company shall not register or effect any such Transfer.

9.2 Permitted Transfers.

(a) Without compliance with Sections 9.3 and 9.9: (i) a Member may Transfer its Common Interests or any portion thereof to any Affiliate of such Member, for the avoidance of doubt, without the consent of the Board of Managers, (ii) a Member may Transfer his or her Membership Interests or any portion thereof to any Family Member (or a Family Member of such Member's spouse, parent or sibling), a company, partnership or a trust established for the benefit of any of the foregoing or any personal representative, estate or executor under any will of such Member or pursuant to the laws of intestate succession, and (iii) a Member may Transfer his or her Common Interests or any portion thereof with the consent of the Board of Managers; *provided, however*, that, in each case, such Transfer is made in accordance with the applicable provisions of Section 9.1(b) and Section 9.5.

(b) The Persons to whom Members may Transfer their Membership Interests or any portion thereof pursuant to this Section 9.2 are referred to hereinafter as "***Permitted Transferees***".

9.3 Right of First Offer.

(a) Except in a transaction pursuant to which Section 9.2 applies, if at any time a Member (the "***Selling ROFO Member***") wishes to Transfer all or any portion of such Member's Common Interests to any Person (such Person, excluding any Permitted Transferee, a "***Third Party Purchaser***"), such Selling ROFO Member shall first offer such Common Interests that are proposed to be Transferred by sending written notice (the "***Offer Notice***") in the form attached hereto as Exhibit B, to the Company for transmittal to each of the other Members that holds at least nineteen percent (19%) of the then outstanding Common Interests (each, a "***ROFO Member***"), offering the ROFO Members the right to purchase all, but not less than all, of the offered Common Interests. Such Offer Notice shall specify, (i) the name and address of the proposed purchaser of the Common Interests, (ii) the number of Common Interests such Selling ROFO Member proposes to Transfer (the "***Offered Interests***"), (iii) the proposed amount and consideration (which consideration shall be exclusively cash) and terms and conditions of payment (the "***Offer Sale Price***") and (iv) all other material terms and conditions of the proposed Transfer.

(b) Each ROFO Member shall have a period of ten (10) Business Days following the receipt of the Offer Notice (the "***ROFO Evaluation Period***") to accept the Selling ROFO Member's offer by delivering written notice (the "***Offer Purchase Notice***") to the Selling ROFO Member agreeing to purchase the Offered Interests on the terms and subject to the conditions set forth in the Offer Notice (including the same price and with the same amount of consideration), which Offer Purchase Notice shall include: (i) such ROFO Member's election and agreement to purchase the number of Offered Interests up to such ROFO Member's entire Percentage Ownership of Offered Interests (each, a "***Base Participating ROFO Member***"), (ii) if such ROFO Member has elected to purchase its entire Percentage Ownership of Offered Interests, then, in

such ROFO Member's sole discretion, such ROFO Member's election and agreement to purchase up to its entire Percentage Ownership of the Offered Interests not subscribed for by other ROFO Members and (iii) if such ROFO Member has elected to purchase its entire Percentage Ownership of Offered Interests and its entire Percentage Ownership of the Offered Interests not subscribed for by other ROFO Members (each, an "**Extra Participating ROFO Member**" and together with the Base Participating ROFO Members, the "**Participating ROFO Members**"), the number of remaining Offered Interests not purchased by other ROFO Members (the "**Excess ROFO Portion**"). During the ROFO Evaluation Period (but not after the end of such period), the offer to purchase by the Participating ROFO Members and the offer to sell by the Selling ROFO Member shall, in each case, be revocable; *provided, however*, that if the Selling ROFO Member revokes its offer to sell its Common Interests included in its Offer Notice, such Selling ROFO Member shall not be entitled to deliver a subsequent Offer Notice pursuant to Section 9.3(a) for thirty (30) days following the end of the ROFO Evaluation Period. If more than one Extra Participating ROFO Member wishes to exercise its right to purchase all of the Excess ROFO Portion, each such Extra Participating ROFO Member shall only have the right to purchase Offered Interests with respect to such Excess ROFO Portion equal to the ratio of (i) the number of Offered Interests then held by such Extra Participating ROFO Member to (ii) the total number of Offered Interests held by all Extra Participating ROFO Members wishing to so exercise.

(c) During the ROFO Evaluation Period the Company shall not provide or discuss any Offer Purchase Notice with any Member; *provided, however*, that the Company may discuss an Offer Purchase Notice with the Participating ROFO Member who delivered such Offer Purchase Notice or any ROFO Member. The Company shall notify (the "**Final Offer Notice**") the Selling ROFO Member, and each Participating ROFO Member within three (3) Business Days following the expiration of the ROFO Evaluation Period of the number of Offered Interests which such Participating ROFO Member has agreed to purchase pursuant to this Section 9.3. Subject to the parties agreeing to a mutually acceptable definitive transfer agreement in accordance with Section 9.3(e), the Participating ROFO Members and the Selling ROFO Member shall consummate the transaction contemplated by the Offer Notice within thirty (30) days after receipt of the Final Offer Notice. At such closing, the Selling ROFO Member shall deliver to each Participating ROFO Member the Offered Interests, including certificates (if any) representing the Offered Interests. Each Participating ROFO Member shall, at the closing, deliver to the Selling ROFO Member payment in full in immediately available funds for the Offered Interests purchased by it; it being further agreed that no portion of the purchase price shall be subject to any escrow or holdback unless otherwise contemplated by the Offer Notice. At such closing, all the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(d) If no Offer Purchase Notice has been timely delivered under Section 9.3(b), if the ROFO Members have not agreed to purchase all of the Offered Interests pursuant to the terms and conditions in the Offer Notice, or if the ROFO Members have failed to purchase all of the Offered Interests pursuant to the terms and conditions in this Section 9.3 (other than due to a breach of this Agreement by the Selling ROFO Member), the Selling ROFO Member shall be permitted to Transfer the Offered Interests on the terms and conditions that are not materially more favorable to the purchaser than those set forth in the Offer Notice and for a purchase price in cash, net of commissions or similar expenses, that is no lower than the Offer Sale Price (a "**Third Party Sale**"); *provided, however*, that such Third Party Sale is consummated within thirty (30) days after the earlier to occur of (i) the waiver by all of the ROFO Members of their option to purchase the Offered Interests and (ii) the expiration of the ROFO Evaluation Period. If such Third Party Sale is not consummated within such thirty (30) day period for any reason, then the restrictions provided for in this Section 9.3 shall again become effective, and no Transfer of Common Interests may be made thereafter by the Selling ROFO Member without again offering the same to the ROFO Members in accordance with this Section 9.3.

(e) At the closing contemplated by Section 9.3(c) above, the Selling ROFO Member shall provide representations, warranties, covenants and indemnities in its individual capacity in connection with such transaction, and such representations, warranties, covenants and indemnifications shall be limited to customary fundamental representations and warranties of (i) its brokers and finders, (ii) title to its Offered Interests, free and clear of all liens, claims and

encumbrances (other than those arising under applicable securities laws and this Agreement), (iii) its authority, power and right to enter into and consummate the transaction without violating any other material agreement or applicable law, (iv) its power and right to enter into and consummate the transaction without the consent of a Governmental Authority or Person and (v) the absence of any required consents for it to enter into and consummate the transaction and the absence of any registration requirements in connection therewith. The Selling ROFO Member's liability under the definitive transfer agreement with respect to such transaction will not exceed the total purchase price received by the Selling ROFO Member in such transaction except for liability resulting from fraud or knowing and willful breach. In no event shall any Affiliate (other than any Affiliate of such Selling ROFO Member which Affiliate itself is Transferring Common Interests in such transaction) of such Selling ROFO Member be liable under such transaction, in any respect.

(f) Upon the delivery of any Offer Notice, if requested by any Manager, the Company shall inform such Manager if the Company believes such Manager possesses material non-public information regarding the Company. At the request of such Third Party Purchaser, the Company and the Third Party Purchaser may enter into a confidentiality agreement pursuant to which the Company will disclose to the Third Party Purchaser certain material non-public information as may be reasonably necessary in connection with the purchase of such Offered Interests, in each case, without any cleansing provision.

9.4 Drag-Along Right.

(a) If (i) a Member or group of Members holding at least a majority of the then outstanding Common Interests (on a fully-diluted basis and excluding, for purposes of this calculation, any Preferred Interests (including on an as-converted basis) and Incentive Interests) (such Member or group of Members, the "**Selling Members**") proposes to sell, in one or a series of related transactions, all of the issued and outstanding Common Interests (on a fully-diluted basis and excluding, for purposes of this calculation, any Preferred Interests (including on an as-converted basis) and Incentive Interests) held by the Selling Members to an Independent Third Party or a group of Independent Third Parties or (ii) the Selling Members or a majority of the Board of Managers, after ratification by the Selling Members, approves a Sale of the Company (an "**Approved Sale**", and any such Approved Sale or other transaction described in this clause (a), a "**Drag-Along Sale**"), then the Selling Members or the Board of Managers, as applicable, shall have the right to require all other Members (collectively, the "**Dragged Members**") to sell all of their Common Interests pursuant to such Drag-Along Sale on the same terms (including price and form of consideration) as the Selling Members.

(b) Such right shall be exercisable by written notice (a "**Drag-Along Notice**") given to each Dragged Member. The Drag-Along Notice shall state (i) that the Selling Members propose to effect the sale of all of the Common Interests of every Member of the Company or a Sale of the Company, as applicable, to an Independent Third Party, (ii) the name of the Independent Third Party, and (iii) all material terms of the Drag-Along Sale, including the purchase price the Independent Third Party is paying for all of the Common Interests or for the Sale of the Company, and shall attach a copy of any definitive agreements between or among such Selling Members, the Company and the other parties to such transaction. Each Dragged Member agrees that, subject to the terms and conditions set forth in this Section 9.4, upon receipt of a Drag-Along Notice, each such Dragged Member shall be obligated to sell its respective Common Interests to such Independent Third Party for the purchase price set forth in the Drag-Along Notice and upon the other terms and conditions of such transaction set forth in the Drag-Along Notice (and otherwise take all reasonably necessary actions as are reasonably requested by the Selling Members or the Board of Managers, as applicable, to cause consummation of the proposed Drag-Along Sale, including voting such Common Interests in favor of such transaction). In the event of an Approved Sale, distributions of consideration to the Members shall be made in accordance with the provisions of Section 3.4 and, subject to the terms and conditions set forth in this Section 9.4, each Member agrees to, at the direction of the Selling Members or the Board of Managers, as applicable, include its Membership Interests (*pro rata* calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) in such Approved Sale and vote in favor thereof and will use its reasonable best efforts to cooperate

in the Approved Sale and will take all necessary and desirable actions in connection with the consummation of the Approved Sale on the same terms (including price and form of consideration) and conditions applicable to the Selling Members (as applicable) as are reasonably requested by the Selling Members or the Board of Managers, as applicable, including by waiving any appraisal or similar rights with respect to the Approved Sale and executing any action by written consent of the Members.

(c) The closing with respect to any Drag-Along Sale pursuant to this Section 9.4 shall be held as soon as practicable but in any event within nine (9) months of the date the Drag-Along Notice is delivered to the Dragged Members (the “***Drag-Along Outside Date***”). Consummation of the Transfer of Common Interests by any Dragged Member to the Independent Third Party in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each other Member to such Independent Third Party of the Common Interests proposed to be Transferred by the Selling Members and (ii) may be effected by a Transfer of such Common Interests or the merger, recapitalization, consolidation, restructuring, other combination of the Company with or into the Independent Third Party or its Affiliate or any other transaction that would result in a Sale of the Company, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Common Interests subject to the Drag-Along Notice does not occur prior to the Drag-Along Outside Date, such Selling Members shall be deemed to have forfeited their rights to require the other Members to sell their Common Interests to such Independent Third Party in connection with such proposed Drag-Along Sale. Promptly following a decision not to pursue or consummate a Drag-Along Sale for which a Drag-Along Notice has previously been delivered, the Selling Members, or the Company on the Selling Members’ behalf, shall notify the Dragged Members in writing of such decision.

(d) The Selling Members shall arrange for the payment of cash (by wire transfer of immediately available funds to the respective accounts designated in writing by each of the Dragged Members), securities or any other form of consideration in connection with any Drag-Along Sale directly by the Independent Third Party to each Dragged Member, upon delivery of an appropriate assignment in form and substance reasonably satisfactory to the Independent Third Party, which assignment shall be made free and clear of all liens, claims and encumbrances, except as provided by this Agreement or as otherwise agreed to by such Independent Third Party. In connection with any Drag-Along Sale, each Dragged Member shall execute the same purchase agreement as the Selling Members in connection with the Drag-Along Sale; *provided, however*, that (i) a Dragged Member shall not be required to make representations and warranties other than with respect to its title to and ownership of the Common Interests being sold by it, authorization, no conflicts and no brokers, and (ii) a Dragged Member (other than any Dragged Member that is an officer, individual consultant (including through an entity with a sole member) or employee of the Company or its Subsidiaries) shall not be subject to any non-compete, non-solicit, non-hire or any other restrictive covenants (except for customary confidentiality covenants that are agreed to by the Selling Members) and shall not be required to enter into any non-competition, non-solicitation or any other restrictive covenant agreement in connection with such Drag-Along Sale; *provided, further*, that (x) any indemnities in the applicable purchase agreement shall be made by each of the Selling Members and the Dragged Members on a several basis (and not jointly), (y) any indemnification obligations of the Members shall be *pro rata* based on the net proceeds received by each Member, in the case of each Dragged Member, in an amount not to exceed the net proceeds received by such Dragged Member in the Drag-Along Sale, and (z) any indemnification obligations that relates solely to a particular Member’s breach of the representations and warranties given by such Member regarding such Member’s title to its Common Interests, authorization, no consent and no broker shall be the sole responsibility of such Member. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company, the Selling Members and the Dragged Members in connection with a Drag-Along Sale shall be borne by the Company or, solely to the extent incurred for the benefit of all Members and not otherwise borne by the Company, shall be borne by the Members on a *pro rata* basis based on the net proceeds received by each Member in such Drag-Along Sale.

9.5 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4)

shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) Neither the proposed transferee nor any of its Affiliates shall be a Competitor of the Company. No Transfer (i) may violate the Securities Act or any state securities or “blue sky” laws applicable to the Company or the Membership Interests to be Transferred, (ii) impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or Governmental Authority anywhere, other than the states, courts and Governmental Authorities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iii) individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an “investment company” under the Investment Company Act of 1940, as amended or (iv) cause an Event of Dissolution (clauses (i)-(iv), the “**Transfer Conditions**”).

(b) Other than with respect to Transfers by a Member to an Affiliate of such Member, the Member making such Transfer shall have provided to the Company (i) at least five (5) Business Days’ prior notice of such Transfer, (ii) a certificate of the Member making such Transfer, delivered with such notice, containing a statement that such Transfer is permitted under this Article IX, which notice of Transfer shall be in substantially the form attached hereto as Exhibit C-1 and (iii) such other information or documents as may be reasonably requested by the Company in order to demonstrate the foregoing. A Member making a Transfer to an Affiliate of such Member shall notify the Company of such Transfer promptly and in any event within five (5) Business Days after consummation of such Transfer, which notice of Transfer shall be in substantially the form attached hereto as Exhibit C-2.

(c) The transferee of such Membership Interests shall have executed and delivered to the Company a Joinder, in substantially the form attached hereto as Exhibit D, by which it shall become a party to and be bound by the applicable terms and provisions of this Agreement.

(d) Other than with respect to Transfers by a Member to an Affiliate of such Member, if requested by the Board of Managers in its reasonable judgment acting in good faith within the five (5) Business Day period referenced in clause (b) above, the Company shall have received the opinion of counsel to the Member making such Transfer, at the expense of the Member making such Transfer, reasonably satisfactory in form and substance to the Board of Managers, to the effect that such Transfer abides by each of the Transfer Conditions.

9.6 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Membership Interests (the “**Effective Transfer Time**”) in accordance with the provisions of this Agreement, (a) the Transferee that is not already a Member shall be admitted as a Member and for purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Membership Interests shall continue to be subject to all the provisions of this Agreement. Unless the transferor and Transferee otherwise agree in writing and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.7 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of law or regulation as determined by the Board of Managers.

9.8 Preemptive Rights.

(a) Between the Effective Date and the date of consummation of an Initial Public Offering, if the Company (or a Subsidiary of the Company) shall propose to issue and sell any equity Securities (including Membership Interests), any indebtedness convertible into or exchangeable for any equity Securities of the Company (or a Subsidiary of the Company) (including any Membership Interests), or any other equity-linked Securities or equity-linked indebtedness (collectively, the “**New Equity Securities**”), or enter into any contracts relating to the issuance or sale of any New Equity Securities to any Person (the “**Subject Purchaser**”), in each case, other than with respect to Excluded Issuances, each Preemptive Rightholder shall have

the right (a “**Preemptive Right**”) to purchase such Preemptive Rightholder’s *pro rata* portion (based on ownership of Common Interests (for the avoidance of doubt, excluding any Incentive Interests) and determined without regard to Members who are not Preemptive Rightholders) of the New Equity Securities at the same price and on the same other terms proposed to be issued and/or sold (the “**Proportionate Percentage**”); *provided, however*, that such Member shall be permitted to assign to an Affiliate of such Member its Preemptive Right to purchase (or otherwise participate with respect to) such Member’s Proportionate Percentage of the New Equity Securities so long as (x) such Affiliate, if it is not a Member, executes and delivers a Joinder to this Agreement in connection with and as a condition to exercise of a Preemptive Right assigned to it and (y) such assignment of the Preemptive Right complies with Sections 9.1(b) and 9.5(d) as if such assignment of the Preemptive Right were a “Transfer”. The Company shall offer to sell to any such Preemptive Rightholder (A) its Proportionate Percentage of such New Equity Securities (the “**Offered Securities**”) and (B) other than with respect to a sale of New Equity Securities pursuant to Section 9.8(f), to sell to any such Preemptive Rightholder such of the Offered Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, in each case, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number and amount of New Equity Securities proposed to be issued and (y) the portion of the New Equity Securities available for purchase by such Preemptive Rightholder and shall be given to such Preemptive Rightholders at least twenty (20) days prior to any issuance giving rights under this Section 9.8 (the “**Preemptive Offer**”). The Preemptive Offer shall by its terms remain open for a period of at least twenty (20) days from the date of receipt thereof and shall specify the date on which the Offered Securities will be sold to accepting Preemptive Rightholders (which shall be at least twenty (20) but not more than one hundred and eighty (180) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the twenty (20) day period shall be deemed a waiver of such Preemptive Rightholder’s Preemptive Right.

(b) Each such Preemptive Rightholder shall have the right, during the period of the Preemptive Offer, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Preemptive Rightholder of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a “**Notice of Acceptance**”) signed by such Preemptive Rightholder and delivered to the Company prior to the end of the specified period of the Preemptive Offer, setting forth the Offered Securities such Preemptive Rightholder elects to purchase.

(c) Each such Preemptive Rightholder shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Securities not accepted for purchase by any other Preemptive Rightholders, in which event such Offered Securities not accepted by such other Preemptive Rightholders shall be deemed to have been offered to and accepted by the Preemptive Rightholders exercising such additional right under this paragraph (c) *pro rata* in accordance with their respective Proportionate Percentages (determined without regard to those Preemptive Rightholders not electing to purchase their full respective Proportionate Percentages under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Preemptive Rightholder be allocated a number of New Equity Securities in the Company in excess of the maximum number of Offered Securities such Preemptive Rightholder has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Equity Securities subscribed for by the Preemptive Rightholders under this Article IX, the Company shall deliver certificates (if applicable) representing such equity Securities, and such New Equity Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Equity Securities shall be, upon issuance thereof to the Preemptive Rightholders that elected to purchase such New Equity Securities and after payment therefor, duly authorized, validly issued and fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Equity Securities shall deliver at the closing payment in full in immediately available funds for the New Equity Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional customary documents as are otherwise necessary or appropriate.

(e) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Preemptive Rightholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of the Preemptive Offer sell to any other Person or Persons all or any part of the New Equity Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and/or sale of New Equity Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.8 shall be held at a time and place as the parties to the transaction may agree.

(f) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board of Managers, acting in good faith, determines (whose determination shall be conclusive) that it would be in the best interests of the Company to issue New Equity Securities which would otherwise be required to be offered to the Preemptive Rightholders under this Section 9.8 prior to making such offer, the Company may issue such New Equity Securities to a Person (an “**Accelerated Acquirer**”) without first complying with the procedures set forth in Section 9.8(a); *provided*, that within ten (10) Business Days after the occurrence of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 9.8(a) and (ii) the Preemptive Right to purchase such Preemptive Rightholder’s Proportionate Percentage of the New Equity Securities that such Preemptive Rightholder would have been entitled to purchase pursuant to the procedures set forth in Sections 9.8(a) and 9.8(b) had this Section 9.8(f) not been invoked, subject to such Preemptive Rightholder’s delivery of a Notice of Acceptance pursuant to Section 9.8(b) prior to the later of the end of the specified period of the Preemptive Offer and seven (7) days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 9.8 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Preemptive Rightholders exercises its election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) sell down a portion of its New Equity Securities, (ii) issuing additional New Equity Securities to such Preemptive Rightholder(s) or (iii) a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightholder(s) with the same amount of New Equity Securities that such Preemptive Rightholder(s) would have been entitled to pursuant to clause (A) of the second sentence of Section 9.8(a) had this Section 9.8(f) not been invoked.

9.9 Transfers Among Members. Each Member acknowledges and agrees, with respect to any Transfer by or with any Member who is entitled to designate any member of the Board of Managers or an Observer or who otherwise has a representative of such Member or its Affiliates serving on the Board of Managers or as an Observer pursuant to Section 5.3 (any such Member, a “**Counterparty**”) that (a) no Counterparty has made any representation or warranty, express or implied, regarding the Company or its Subsidiaries and any such purported representations or warranties are expressly disclaimed and waived; and (b) a Counterparty may have, or may come into possession of, information with respect to the Membership Interests, the Company or its Subsidiaries that may constitute material non-public information or information that is not known to other Members and that may be material to a decision to the purchase or sale of Membership Interests by or with such Counterparty (“**Counterparty Excluded Information**”). In connection with any such purchase or sale of Membership Interests by or with such Counterparty, such Counterparty may, in his, her or its sole discretion and upon written request, require the applicable Member purchasing or selling Membership Interests to enter into a confidentiality agreement in form and substance satisfactory to the Company (but shall not include any cleansing provision or similar provision), pursuant to which the Counterparty shall disclose to such Member all Counterparty Excluded Information in such Counterparty’s possession. Within three (3) Business Days of receiving such Counterparty Excluded Information, the applicable Member may revoke its purchase or sale. Each Member irrevocably and unconditionally waives and releases the Company, the Counterparty and their respective Affiliates from any and all claims (whether for Damages, rescission or any other relief), that it might have against the Company, the Counterparty or their respective Affiliates, whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in

connection with such purchase or sale, and each Member has agreed not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

9.10 Redemption Rights Relating to Incentive Interests.

(a) The provisions set forth in this Section 9.10 shall apply to any holder of Incentive Interests who ceases to be employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries at any time after the Effective Date (each, an “**Employee Redeemed Member**”). In the case of any inconsistency between the terms of this Section 9.10 and the explicit terms of the Management Incentive Plan under which the Incentive Interests are granted and/or the grant document or award agreement with the Company or its Subsidiaries thereunder, as applicable, the explicit terms of the Management Incentive Plan under which the Incentive Interests are granted and/or the grant document or award agreement thereunder shall govern. This Section 9.10 shall not apply to any specific Incentive Interests if so determined by resolution or written consent of the Board of Managers at the time of the issuance of such Incentive Interests.

(b) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or provide services to, the Company or its Subsidiaries for any reason at any time, all unvested Incentive Interests held by such Employee Redeemed Member shall automatically terminate and be forfeited in all respects.

(c) If an Employee Redeemed Member ceases to be employed by or engaged as a consultant by, or to provide services to, the Company or its Subsidiaries for any reason at any time, the Company shall have the right (but not the obligation), upon delivery of a written notice to the Employee Redeemed Member (the “**Employee Redemption Notice**”), to repurchase all vested Incentive Interests owned by the Employee Redeemed Member (the “**Employee Redeemed Member Repurchase Right**”). Any repurchase price hereunder shall be paid to the Employee Redeemed Member no later than one hundred and twenty (120) days after the date of delivery of the Employee Redemption Notice in the form of (at the Board of Manager’s sole discretion): (i) a cashier’s check, (ii) wire transfer of funds or (iii) a promissory note that shall accrue interest at the then-applicable Federal rate and shall be payable over a period of time not to exceed three (3) years; *provided*, that the Board of Managers may toll the period in which to purchase the applicable Incentive Interests if, in the good faith determination of the Board of Managers, (w) such purchase would result in a violation of any applicable law, (x) there exists any restriction on a credit or other agreement binding upon the Company or any of its Subsidiaries that would prohibit such purchase, (y) the Company does not have sufficient funds available to effect such purchase without triggering a default under any Indebtedness or other material agreement of the Company, or (z) the consent of any Governmental Authority is required to consummate such purchase, and, in any such case (w) – (z), the Company will notify the Employee Redeemed Member in writing, upon making any such determination, that it is deferring its obligations to make such purchase until (as applicable) such consent is obtained or such violation of applicable law or credit agreement or unavailability of funds would not, as applicable, result therefrom or has ceased.

(d) If the Company elects to exercise its Employee Redeemed Member Repurchase Right, the repurchase price shall be determined as set forth below. With respect to any Incentive Interests:

(i) If such Employee Redeemed Member’s employment, engagement or provision of services with the Company or its Subsidiaries was terminated for any reason other than by the Company or any of its Subsidiaries for Cause, the price to be paid by the Company to repurchase the applicable number of vested Incentive Interests from the Employee Redeemed Member shall be an amount equal to the fair market value of such vested Incentive Interests, as applicable, as of the date of delivery of the Employee Redemption Notice, as determined in good faith by the Board of Managers.

(ii) If such Employee Redeemed Member’s employment, engagement or provision of services with the Company or its Subsidiaries was terminated by the

Company or any of its Subsidiaries for Cause, then all such vested Incentive Interests shall automatically terminate and be forfeited and shall not be entitled to any distributions or other consideration hereunder or otherwise.

(e) Any distributions on any Incentive Interests repurchased from an Employee Redeemed Member by the Company pursuant to this Section 9.10 or any other agreement between the Company and any of its Subsidiaries and such Employee Redeemed Member, shall be cancelled and no distributions or payments made thereon, including pursuant to the provisions of Section 3.4.

(f) The Company will be entitled to require each Employee Redeemed Member to provide (i) representations and warranties regarding (A) its power, authority and legal capacity to enter into such sale and repurchase, (B) valid right, title and interest in such Incentive Interests and such Employee Redeemed Member's ownership of such Incentive Interests, (C) the absence of any liens on such Incentive Interests, and (D) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which such Employee Redeemed Member or the assets of such Employee Redeemed Member are bound as the result of such sale, and (ii) customary releases in connection with such termination of the Employee Redeemed Member and such repurchase of Incentive Interests. Should the Company elect to exercise the Employee Redeemed Member Repurchase Rights pursuant to this Section 9.10 and such Employee Redeemed Member fails to deliver all of such Incentive Interests in accordance with the terms hereof, the Company may, at its option, in addition to all other remedies it may have, cancel on its books such Incentive Interests registered in the name of such Employee Redeemed Member, and all of such Employee Redeemed Member's right, title and interest in and to such Incentive Interests shall terminate in all respects. An Employee Redeemed Member with respect to which the Employee Redeemed Member Repurchase Right is exercised hereunder, on the one hand, and the Company, on the other hand, shall each pay their respective costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Section 9.10.

Article X

DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS

10.1 Events of Dissolution. This Section 10.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an "***Event of Dissolution***"):

(a) The Board of Managers shall elect to dissolve the Company; or

(b) A dissolution is required under Section 18-801(a)(4) of the Act or there is entered a decree of judicial dissolution under Section 18-802 of the Act.

10.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with the Act and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind and its determination shall be conclusive. The Board of Managers shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with GAAP as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers, whose determination shall be conclusive, not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); *provided, however*, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be conclusive)

shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, subject to the applicable provisions of Section 3.4, the Class A Designation of Rights and the Class A-1 Designation of Rights, the remaining proceeds to the Members *pro rata* in accordance with the Membership Interests held by each Member.

(d) A certificate of cancellation, as required by the Act, shall be filed by the Board of Managers.

10.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

10.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

Article XI MISCELLANEOUS

11.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants; *provided, however*, that the Company shall have no liability for any transfer costs, taxes or related or similar expenses required to be paid by a Member in connection with a Transfer by such Member (including any costs to obtain an opinion with respect thereto).

11.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

11.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by electronic mail or personally delivered on a Business Day during normal business hours (or, if by electronic mail outside of normal business hours or not on a Business Day, on the next succeeding Business Day), (b) on the Business Day following the date of dispatch by overnight courier, or (c) on the third (3rd) Business Day following the date of mailing by registered or certified mail, return receipt requested, in each case, addressed to the Company or the Board of Managers at the address of the Principal Office of the Company set forth in Section 2.5, or to a Member at such Member's address shown on the Register of Members, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 11.3. No notices under Sections 9.3, 9.4, or 9.8 may be given by mail pursuant to clause (c) above.

11.4 Initial Public Offering. In connection with any Initial Public Offering of the Company approved by the Board of Managers, all Members shall and shall cause their Affiliates to take all

necessary or desirable actions in connection with the consummation of such transaction, (i) to, as the Board of Managers may reasonably request, (A) convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), or (B) accomplish the foregoing by effecting a transaction that is treated as the contribution of the Securities of the Company into a newly formed “shell” corporation pursuant to Section 351 of the Code, with the result that each Member shall hold capital stock of such surviving corporation or business entity (in each case, the “**Successor Corporation**”), and any reference in this Section 11.4 to the Company also being a reference to the Successor Corporation, (ii) to cause the Successor Corporation to assume all of the obligations of the Company under this Section 11.4.

11.5 Registration Rights. In connection with any Initial Public Offering, and following the consummation of an Initial Public Offering, the Company and the holders of the issued and outstanding Common Interests as of the Effective Date shall promptly enter into the registration rights agreement for the benefit of the Members on customary terms as may be approved by the Board of Managers, which shall include customary piggyback rights and no minimum ownership requirement. Any lock-up provisions and exceptions and limitations in such registration rights agreement shall be in a customary form.

11.6 Amendments; Termination. Except as otherwise expressly provided herein (including the Class A Designation of Rights and the Class A-1 Designation of Rights), this Agreement and the Certificate may not be modified, amended or restated, and provisions hereof may not be waived without the approval of the Board of Managers and either (i) each of PSP, Blue Torch and Redwood or (ii) Members holding at least seventy-five percent (75%) of the then issued and outstanding Common Interests on a fully-diluted basis (excluding, for purposes of this calculation, any Preferred Interests (including on an as-converted basis) and Incentive Interests); *provided, however*, that (a) any amendment, modification or waiver (including an amendment, modification or waiver to Sections 3.2, 3.4, 7.1, 7.2, 7.3 or 7.5 or to clause (a) of this Section 11.6) that would have a materially disproportionate and adverse effect in any respect on the rights or obligations of any Member or group of Members without similarly and proportionally affecting the rights or obligations hereunder of all other Members (for the avoidance of doubt, without giving effect to any Member’s specific holdings of Membership Interests, tax or economic position or any other matters personal to a Member or any rights given to Members owning a certain level of Membership Interests and not to such affected Member specifically) shall require the approval of a majority of the Voting Interests held by such disproportionately impacted Members; (b) any amendment, modification or waiver of any right expressly granted in name to any Member shall require the approval of such Member; (c) any amendment, modification or waiver of any right expressly granted to the Ad Hoc Revolving Members shall require the approval of Ad Hoc Revolving Members holding a majority of the Common Interests held, collectively, by all Ad Hoc Revolving Members; (d) any amendment, modification or waiver to Sections 5.3(a)(ii), 5.3(c), 5.3(d), 5.5(a), 5.6(a) (solely with respect to the Independent Manager’s approval rights with respect to Fundamental Matters), 5.6(e) (solely with respect to the Independent Manager’s approval rights with respect to Fundamental Matters), 8.1, 8.5, 9.3, 9.4, 9.8, 11.5, 11.18, 11.19 or this Section 11.6 (the “**Specified Provisions**”) or to the definitions of Permitted Transferees, Preemptive Rightholder, Excluded Issuances, Fundamental Matters or Specified Provisions shall require, in addition to any other approval required hereunder, the approval of Ad Hoc Revolving Members holding a majority of the Common Interests held, collectively, by all Ad Hoc Revolving Members and either (i) each of PSP, Blue Torch and Redwood or (ii) Members holding at least seventy-five percent (75%) of the then issued and outstanding Common Interests on a fully-diluted basis (excluding, for purposes of this calculation, Preferred Interests (including on an as-converted basis) and any Incentive Interests); (e) subject to compliance with Section 9.8 and the foregoing clauses (a) through (d) of this proviso, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (f) no consent of any Member who holds only Incentive Interests shall be required to modify, amend or restate this Agreement; (g) the Company shall automatically amend (or cause to be amended) the Register of Members and Schedule 5.3(a) hereto pursuant to the terms of this Agreement without the consent of the Members; and (h) upon any modification, amendment or restatement of this Agreement (other than an amendment to the Register of Members), the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; *provided, however*, that any such writing may be by means of an electronic writing or electronic mail.

This Agreement (other than Sections 11.5, 11.10, 11.11 and 11.14) shall terminate automatically upon the consummation of an Initial Public Offering.

11.7 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the Act or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

11.8 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Electronic counterpart signatures to this Agreement shall be binding and enforceable.

11.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

11.11 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware (or, if such court lacks subject matter jurisdiction, in the Court of Chancery of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum and (ii) any and all right to trial by jury in any such suit, action or proceeding. Service of process, summons, notice or other document by registered mail to the address designated in Section 11.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

11.12 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

11.13 No Third Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII, of which the Protected Persons, Indemnitees and Fund Indemnitees, respectively, are intended third party beneficiaries who shall be entitled to enforce such provisions as if parties hereto), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.14 Specific Performance

. Each party hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the other parties hereto would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching party may be entitled at law, a non-breaching party shall be entitled to specific performance (including injunction or injunctions to prevent breaches) of the terms of this Agreement without the posting of any bond to prevent breaches of this Agreement and to specifically

enforce the terms and provisions hereof. Each party further waives any defense that a remedy at law would be adequate in any action or proceeding for specific performance or injunctive relief hereunder.

11.15 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Membership Interest which is considered to be Company property, regardless of the manner in which title to such property may be held.

11.16 Investment Representation. Each Member, by execution of this Agreement, (i) represents that it has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement, (ii) represents that this Agreement has been duly and validly executed and delivered by such Member and, assuming due and valid execution and delivery hereof by the Company, does, or upon its execution by the Member will, constitute valid and legally binding obligations of such Member, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, (iii) represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, (iv) represents to each other Member and to the Company that such Member is acquiring a Membership Interest in the Company for the purpose of investment for such Member's own account, with the intent of holding such Membership Interest for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (v) represents it is not relying (and will not at any time rely) upon any information, representation or warranty by the Company other than as set forth in this Agreement, (vi) acknowledges it has read and understands this Agreement and understands the terms and conditions herein, (vii) acknowledges that such Member must bear the economic risk of loss of such Member's capital contributions to the Company because this Agreement contains restrictions on Transfer and because the Membership Interests in the Company have not been registered under applicable United States federal and state securities laws (it being understood that the Company shall be under no obligation so to register such Membership Interests in the Company) and cannot be Transferred unless registered under such securities laws or an exemption therefrom is available, and (viii) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contained in this Section 11.16.

11.17 Confidentiality.

(a) Except as and to the extent as may be required by applicable law, regulatory authorities or examinations, without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of, Confidential Information (including, for the avoidance of doubt, the Register of Members or any information included therein) or any of the terms, conditions, or other aspects of this Agreement; *provided, however*, that a Member and its respective equity owners may disclose Confidential Information (i) to its Affiliates and its and their officers, directors, agents, employees and other representatives who are subject to obligations of confidentiality, (ii) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company and who have been directed to abide by the confidentiality provisions contained herein, (iii) to its equity owners and investors, co-investors, managed accounts, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality, in each case in the ordinary course of business or in connection with customary marketing and reporting activities; *provided* that for each of clauses (i), (ii) and (iii), the applicable Member shall be responsible for any breach of the applicable confidentiality obligations; (iv) to the extent necessary for the enforcement of any rights of such Member arising under this Agreement or any other agreement with the Company or its Subsidiaries to which it is

party; and (v) to a bona fide potential purchaser or seller of Membership Interests held by such Member if such bona fide potential purchaser or seller executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 11.17 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. No Member, nor any of its officers, directors, agents, employees and other representatives to whom Confidential Information is disclosed, shall use Confidential Information in any manner to disadvantage the Company or any other Member. The Company acknowledges that some general industry knowledge may be gained by any Member from reviewing the Confidential Information that cannot be separated from such Member's overall knowledge, and this general knowledge retained in the unaided memories of individuals shall be permitted to be used in the ordinary course of such Member's business. As used herein, "**Confidential Information**" means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company and its Subsidiaries (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure (i) was in the public domain or is or otherwise becomes in the possession of the disclosing Person (from a source not actually known by the disclosing Person to be subject to confidentiality obligations to the Company with respect thereto), unless such information, knowledge, systems or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 11.17, or (ii) was or is independently developed or acquired by the disclosing Person or any of its representatives without reference to the Confidential Information. Each Member agrees that money damages may not be a sufficient remedy for any breach of this Section 11.17 by a Member, and that in addition to all other remedies, the Company shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law to disclose any Confidential Information (other than to a regulatory or self-regulatory authority), it must, to the extent permitted by applicable law, first provide notice (to the extent such notice is practicable and permitted by law) reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall reasonably cooperate, at the Company's sole cost and expense, with the Company to obtain assurances that confidential treatment will be afforded with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so.

11.18 Bank Lender Regulatory Requirements. Notwithstanding any provisions hereof to the contrary:

(a) in the event that a Member determines in its sole discretion that (i) the holding of any rights, interests or obligations with respect to the Company or this Agreement will or could be unlawful or a breach of any applicable foreign, federal, state or local law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree or other binding directive issued, enacted, promulgated, entered into, agreed or imposed by any domestic or foreign government or any other applicable laws, whether U.S. or foreign, or (ii) there has been, is, or could be, an act, matter, event or circumstance related to the Company that results in or could result in damage to the reputation of the holder or any of its Affiliates, upon prior written notice to the Company, the Member shall have the right to: (x) sell or assign all or any portion of its rights, interests and obligations with respect to this Company or this Agreement to a person, firm or entity on such terms (including as to price) as determined by the holder, subject to compliance with Section 9.5; or (y) require the Company to repurchase its rights, interests and obligations with respect to this Agreement for one-dollar (\$1.00) in the aggregate for all such rights, interests and obligations. In connection with any Issuance of New Equity Securities, the Company shall cause the terms of the Common Interests to include provisions which give effect to the Members's rights provided in this Section 11.18;

(b) in the event a Regulated Holder's Membership Interest is in excess of 4.99% of the total outstanding Membership Interests (excluding, for purposes of calculating this

percentage, Incentive Interests and any non-voting equity Securities), such portion of such Regulated Holder's Membership Interests in excess of 4.99% of the total outstanding Membership Interests shall be automatically deemed to be, and subject to the restrictions of, a nonvoting security for purposes of the U.S. Bank Holding Company Act and 12 C.F.R. Part 225 (Subpart A) and the Company and such Regulated Holder shall work together in good faith to amend the rights associated with such Membership Interests (including any conversion of such Membership Interests as applicable), such that such Membership Interests shall not be entitled to vote or consent on any matter other than matters permissible for nonvoting securities pursuant to 12 C.F.R. § 225.2(q)(2);

(c) Notwithstanding any other provision of this Agreement, Members shall have no right to enforce against any other Member any provision of this Agreement that requires a Member to vote for or against any matter or that restricts or conditions a Member's ability to transfer its Membership Interests or exercise its rights as a Member to the extent that another Member's possession of such enforcement ability would result in control of such other Member's Membership Interests under Section 225.9(b) of the Federal Reserve Board's Regulation Y, 12 CFR 225.9(b), as interpreted in light of any Frequently Asked Questions or other guidance from the Federal Reserve Board.

11.19 Know-Your-Customer. Promptly following any request therefor, the Company shall furnish to any Member information and documentation reasonably requested by such Member for purposes of such Member's compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT of 2001 and 31 C.F.R. § 1010.230, and/or other due diligence related to regulatory requirements and/or reputational risk.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

COMPANY:

NEW GOHEALTH, LLC

/s/ Vijay Kotte

Name: Vijay Kotte

Title: Chief Executive Officer

SENIOR SECURED CREDIT AGREEMENT

dated as of

July 21, 2026,

among

BLIZZARD MIDCO, LLC,
as Holdings,

NORVAX, LLC,
as the Borrower,

The LENDERS Party Hereto,

and

BLUE TORCH FINANCE, LLC,
as Administrative Agent and Collateral Agent_____

TABLE OF CONTENTS

Page

SECTION 1.01	Defined Terms	3
SECTION 1.02	Classification of Loans and Borrowings	51
SECTION 1.03	Terms Generally	51
SECTION 1.04	Accounting Terms; GAAP	51
SECTION 1.05	Currency Translation; Rates	52
SECTION 1.06	Timing of Payment of Performance	53
SECTION 1.07	Cashless Rollovers	53
SECTION 1.08	Certain Calculations and Tests	53
SECTION 1.09	Rounding	54
SECTION 1.10	Divisions	54
SECTION 1.11	Pro Forma and Other Calculations	55

ARTICLE II THE CREDITS 55

SECTION 2.01	Commitments	55
SECTION 2.02	Loans and Borrowings	56
SECTION 2.03	Requests for Borrowings	57
SECTION 2.04	[Reserved]	57
SECTION 2.05	[Reserved]	58
SECTION 2.06	Funding of Borrowings	58
SECTION 2.07	Interest Elections	58
SECTION 2.08	Termination and Reduction of Commitments	59
SECTION 2.09	Repayment of Loans; Evidence of Debt	59
SECTION 2.10	[Reserved]	60
SECTION 2.11	Prepayment of Loans	60
SECTION 2.12	Fees	63
SECTION 2.13	Interest	64
SECTION 2.14	Alternate Rate of Interest; Benchmark Replacement Setting.	65
SECTION 2.15	Increased Costs	67
SECTION 2.16	Break Funding Payments	68
SECTION 2.17	Taxes	68
SECTION 2.18	Payments Generally; Pro Rata Treatment; Sharing of Setoffs	71
SECTION 2.19	Mitigation Obligations; Replacement of Lenders	73
SECTION 2.20	Reverse Dutch Auction Repurchases.	74
SECTION 2.21	Open Market Purchases.	75
SECTION 2.22	Defaulting Lenders	76
SECTION 2.23	Illegality	77

ARTICLE III REPRESENTATIONS AND WARRANTIES 77

SECTION 3.01	Organization; Powers	77
SECTION 3.02	Authorization; Enforceability	78

SECTION 3.03	Governmental Approvals; No Conflicts	78
SECTION 3.04	Financial Condition; No Material Adverse Effect	78
SECTION 3.05	Properties	78
SECTION 3.06	Litigation, Environmental and Labor Matters	79
SECTION 3.07	Compliance with Laws; Health Care Laws	79
SECTION 3.08	Investment Company Status	81
SECTION 3.09	Taxes	81
SECTION 3.10	ERISA; Foreign Pension Plans	81
SECTION 3.11	Disclosure	81
SECTION 3.12	Subsidiaries	82
SECTION 3.13	Intellectual Property; Licenses, Etc.	82
SECTION 3.14	Solvency	82
SECTION 3.15	Federal Reserve Regulations	82
SECTION 3.16	Security Interest in Collateral	82
SECTION 3.17	USA Patriot Act, OFAC and FCPA	83
SECTION 3.18	Cybersecurity Procedures	83

ARTICLE IV CONDITIONS 84

SECTION 4.01	Effective Date	84
SECTION 4.02	Each Credit Event	85

ARTICLE V AFFIRMATIVE COVENANTS 86

SECTION 5.01	Financial Statements and Other Information	86
SECTION 5.02	Notices of Material Events	89
SECTION 5.03	Information Regarding Collateral	89
SECTION 5.04	Existence; Conduct of Business	89
SECTION 5.05	Payment of Taxes, Etc.	89
SECTION 5.06	Maintenance of Properties	90
SECTION 5.07	Insurance.	90
SECTION 5.08	Books and Records; Inspection and Audit Rights	90
SECTION 5.09	Compliance with Laws	91
SECTION 5.10	Use of Proceeds	91
SECTION 5.11	Additional Subsidiaries	91
SECTION 5.12	Further Assurances	91
SECTION 5.13	Compliance with Health Care Laws.	92
SECTION 5.14	Certain Post-Closing Obligations	93

ARTICLE VI NEGATIVE COVENANTS 93

SECTION 6.01	Indebtedness; Certain Equity Securities	93
SECTION 6.02	Liens	98
SECTION 6.03	Fundamental Changes	102
SECTION 6.04	Investments, Loans, Advances, Guarantees and Acquisitions	102
SECTION 6.05	Asset Sales	105
SECTION 6.06	Holdings Covenant	108

SECTION 6.07	Negative Pledge; Subsidiary Distributions	109
SECTION 6.08	Restricted Payments; Certain Payments of Indebtedness	110
SECTION 6.09	Transactions with Affiliates	115
SECTION 6.10	Change in Nature of Business	117
SECTION 6.11	Accounting Changes	117
SECTION 6.12	Changes to Material Documents	117
SECTION 6.13	Financial Maintenance Covenant	117
SECTION 6.14	Tranche B Loan Covenants	117
ARTICLE VII EVENTS OF DEFAULT 119		
SECTION 7.01	Events of Default	119
SECTION 7.02	[Reserved]	121
SECTION 7.03	Application of Proceeds	121
ARTICLE VIII THE AGENTS 121		
SECTION 8.01	Appointment of Agents.	121
SECTION 8.02	Powers; Limitation on Obligations	122
SECTION 8.03	Resignation and Replacement of Agents	123
SECTION 8.04	Non-Reliance	124
SECTION 8.05	Collateral and Guarantee Matters	125
SECTION 8.06	Certain Insolvency Matters	125
SECTION 8.07	Miscellaneous.	126
ARTICLE IX MISCELLANEOUS 126		
SECTION 9.01	Notices	126
SECTION 9.02	Waivers; Amendments	127
SECTION 9.03	Expenses; Indemnity; Damage Waiver	132
SECTION 9.04	Successors and Assigns	134
SECTION 9.05	Survival	140
SECTION 9.06	Counterparts; Integration; Effectiveness	140
SECTION 9.07	Severability	140
SECTION 9.08	Right of Setoff	140
SECTION 9.09	Governing Law; Jurisdiction; Consent to Service of Process	141
SECTION 9.10	WAIVER OF JURY TRIAL	141
SECTION 9.11	Headings	142
SECTION 9.12	Confidentiality	142
SECTION 9.13	USA Patriot Act	143
SECTION 9.14	Judgment Currency	143
SECTION 9.15	Release of Liens and Guarantees	143
SECTION 9.16	No Fiduciary Relationship	144
SECTION 9.17	Application of Funds; Intercreditor Provisions.	144
SECTION 9.18	Permitted Intercreditor Agreements	151
SECTION 9.19	Acknowledgement and Consent to Bail-In of Affected Financial Institutions	152

SECTION 9.20	Electronic Execution of Assignments and Certain Other Documents	153
SECTION 9.21	[Reserved]	153
SECTION 9.22	Certain ERISA Matters	153
SECTION 9.23	Acknowledgment Regarding Any Supported QFCs	154

SCHEDULES:

Schedule 1.01(a)	—	Excluded Subsidiaries
Schedule 2.01(a)	—	New Money Term Loan Commitments
Schedule 2.01(b)	—	Senior Takeback Term Loans
Schedule 2.01(c)	—	Junior Takeback Term Loans
Schedule 2.20	—	Reverse Dutch Auction Procedures
Schedule 3.05	—	Effective Date Material Real Property
Schedule 3.06	—	Environmental Matters
Schedule 3.12	—	Subsidiaries
Schedule 5.14	—	Certain Post-Closing Obligations
Schedule 6.01	—	Existing Indebtedness
Schedule 6.02	—	Existing Liens
Schedule 6.04(f)	—	Existing Investments
Schedule 6.07	—	Existing Restrictions
Schedule 6.09	—	Existing Affiliate Transactions

EXHIBITS:

Exhibit A	—	Form of Assignment and Assumption
Exhibit B	—	Form of Borrowing Request
Exhibit C	—	Form of Collateral Agreement
Exhibit D	—	[Reserved]
Exhibit E	—	[Reserved]
Exhibit F	—	Form of Guarantee Agreement
Exhibit G	—	Form of Interest Election Request
Exhibit H	—	Form of Notice of Prepayment
Exhibit I-1	—	Form of U.S. Tax Compliance Certificate (For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)
Exhibit I-2	—	Form of U.S. Tax Compliance Certificate (For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)
Exhibit I-3	—	Form of U.S. Tax Compliance Certificate (For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)
Exhibit I-4	—	Form of U.S. Tax Compliance Certificate (For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)
Exhibit J	—	Form of Closing Certificate

Exhibit K	—	Form of Intercompany Note
Exhibit L	—	Form of Promissory Note

SENIOR SECURED CREDIT AGREEMENT, dated as of July 21, 2026 (this “**Agreement**”), among BLIZZARD MIDCO, LLC, a Delaware limited liability company (“**Holdings**”), NORVAX, LLC, a Delaware limited liability company (“**Norvax**”), the LENDERS party hereto and BLUE TORCH FINANCE, LLC, as Administrative Agent and as Collateral Agent.

RECITALS

WHEREAS, on June 7, 2026 (the “**Petition Date**”), Holdings, the Borrower and certain subsidiaries of the Borrower (collectively with Holdings and the Borrower, the “**Debtors**” and each individually, a “**Debtor**”), commenced cases, jointly administered under Case No. 26-10914 (collectively, the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (such court, together with any other court having exclusive jurisdiction over the cases from time to time and any Federal appellate court thereof, the “**Bankruptcy Court**”).

WHEREAS, from and after the Petition Date, each of the Debtors has continued to operate its business and manage its property as a debtor and a debtor in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

WHEREAS, prior to the Petition Date, the Borrower entered into that certain Credit Agreement, dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as amended by that certain Amendment No. 1, dated as of March 20, 2020, as further amended by that certain Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020, as further amended by that certain Incremental Facility Agreement No. 3, dated as of June 11, 2020, as further amended by that certain Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, as further amended by that certain Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, as further amended by that certain Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, as further amended by that certain Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, as further amended by that certain Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, as further amended by that certain Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, as further amended by that certain Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023, as further amended by that certain Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, as further amended by that certain Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024, as amended and restated by that certain Amendment and Restatement Agreement, dated as of November 4, 2024, as further amended by that certain Amendment No. 13 to the Credit Agreement, dated as of June 30, 2025, and as further amended by that certain Amendment No. 14 to the Credit Agreement, dated as of August 6, 2025, the “**First Lien Credit Agreement**”), among Blizzard Midco, LLC, as holdings, Norvax, LLC, as borrower, the lenders party thereto (the “**First Lien Lenders**”), and Blue Torch Finance, LLC, as administrative agent and collateral agent, pursuant to which the First Lien Lenders extended term loan and revolving credit facilities to the Borrower (the “**Existing First Lien Loans**”).

WHEREAS, prior to the Petition Date, the Borrower entered into that certain Superpriority Senior Secured Credit Agreement, dated as of August 6, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time (the “**Superpriority Credit Agreement**”), among Blizzard MidCo, LLC, as holdings, Norvax, LLC, as borrower, the lenders party thereto (the “**Superpriority Lenders**”), and Blue Torch Finance, LLC, as administrative agent and collateral agent, pursuant to which the Superpriority Lenders extended term loan credit facilities to the Borrower (the “**Existing Superpriority Loans**”, together with the Existing First Lien Loans, the “**Existing Loans**”).

WHEREAS, the Bankruptcy Plan (as defined herein) provides that, on the Effective Date, (x) all of the Existing Superpriority Loans outstanding under the Superpriority Credit Agreement shall be rolled into and converted on a cashless basis (without the requirement of any cash payment, repayment, or other cash settlement) into Senior Takeback Term Loans (as defined herein) under this Agreement in an aggregate principal amount equal to \$173,923,593, and each Superpriority Lender shall be deemed to have exchanged its outstanding Existing Superpriority Loans (including accrued and unpaid interest thereon to the extent provided in the Bankruptcy Plan) for Senior Takeback Term Loans hereunder in accordance with the Bankruptcy Plan and as set forth on Schedule 2.01(b) (the “**Senior Roll**”) and (y) certain of the Existing First Lien Loans outstanding under the First Lien Credit Agreement shall be rolled into and converted on a cashless basis (without the requirement of any cash payment, repayment, or other cash settlement) into Junior Takeback Term Loans (as defined herein) under this Agreement in an aggregate principal amount equal to \$588,275,099, and each First Lien Lender shall be deemed to have exchanged certain of its outstanding Existing First Lien Loans (including accrued and unpaid interest thereon to the extent provided in the Bankruptcy Plan) for Junior Takeback Term Loans hereunder in accordance with the Bankruptcy Plan and as set forth on Schedule 2.01(c) (the “**First Lien Roll**” and, together with the Senior Roll, the “**Cashless Roll Transactions**”).

WHEREAS, the Borrower acknowledges and agrees that each Lender’s commitment and obligations hereunder in respect of the Cashless Roll Transactions are being funded solely through the cashless conversion of its Existing Loans and that no new cash funding shall be required from such Lender in connection with such conversion.

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Borrower has requested that the Lenders identified on Schedule 2.01(a) as “New Money Term Lenders”, make the New Money Term Loans (as defined below) in an aggregate principal amount of \$20,000,000.

WHEREAS, the Lenders have agreed, as applicable, to (i) the Cashless Roll Transactions, (ii) lend such New Money Term Loans and (iii) make such other financial accommodations to the Borrower, in each case on the terms and subject to the conditions set forth herein.

WHEREAS, in connection with the foregoing and as an inducement for the Lenders to extend the credit contemplated hereunder, the Borrower has agreed to secure all of its Secured Obligations by granting to the Collateral Agent, for the benefit of the Secured Parties, a first priority lien (such priority subject to certain Liens permitted hereunder) on substantially all of its assets (except as otherwise set forth in the Loan Documents), including a pledge of all of the Equity Interests of each of its Subsidiaries (other than any Equity Interests constituting Excluded Assets).

WHEREAS, in connection with the foregoing and as an inducement for the Lenders to extend the credit contemplated hereunder, each of Holdings and each other Guarantor has agreed to guarantee all of its Secured Obligations and to secure its guarantees by granting to the Collateral Agent, for the benefit of the Secured Parties, a first priority lien (such priority subject to certain Liens permitted hereunder) on substantially all of its assets (except as otherwise set forth in the Loan Documents), including a pledge of all of the Equity Interests of each of their respective Subsidiaries (other than any Equity Interests constituting Excluded Assets).

NOW THEREFORE, the parties hereto agree as follows:

Article I

DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:
“ABR” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

“ABR Term SOFR Determination Day” shall have the meaning assigned to such term in the definition of “Term SOFR”.

“Account Control Agreement” has the meaning assigned to such term in clause (e) of the definition of “Collateral and Guarantee Requirement”.

“Accounting Changes” has the meaning assigned to such term in Section 1.04(c).

“Acquisition Consideration” means, in connection with any Acquisition Transaction, the aggregate amount (as valued at the Fair Market Value of such Acquisition Transaction at the time such Acquisition Transaction is made) of, without duplication: (a) the purchase consideration paid or payable for such Acquisition Transaction, whether payable at or prior to the consummation of such Acquisition Transaction or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency, and including any and all payments representing the purchase price and any assumptions of Indebtedness and/or Guarantees, “earn-outs” and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business and (b) the aggregate amount of Indebtedness assumed or acquired in connection with such Acquisition Transaction; provided in each case, that any such future payment that is subject to a contingency shall be considered Acquisition Consideration only to the extent of the liability, if any, required under GAAP (as determined at the time of the consummation of such Acquisition Transaction) to be established in respect thereof by Holdings, the Borrower or any Subsidiary.

“Acquisition Transaction” means the purchase or other acquisition, by merger, consolidation or otherwise, by the Borrower or any Subsidiary of all Equity Interests in, or all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of), any Person or of a majority of the outstanding Equity Interests of any Person (including any Investment which serves to increase the Borrower’s or any Subsidiary’s respective equity ownership in any Joint Venture to an amount in excess of the majority of the outstanding Equity Interests of such Joint Venture).

“Adjusted Term SOFR” means, for purposes of any calculation and subject to the provisions of Section 2.14(b)(i), the rate per annum equal to (a) Term SOFR for such calculation *plus* (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Administrative Agent” means Blue Torch Finance, LLC (or an affiliate, designee or sub-agent designated by it), in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Administrative Agent.

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

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified; provided that, for the avoidance of doubt, “Affiliate” with respect to any Loan Party or Subsidiary shall include each subsidiary thereof.

“Agent” means the Administrative Agent and the Collateral Agent and any successors and permitted assigns in such capacity, and “Agents” means two or more of them. For the avoidance of doubt, the use of the defined term “Agent” or the term “agent” with reference to any Agent herein and in the other Loan Documents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law.

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Agreement Currency” has the meaning assigned to such term in Section 9.14(b).

“AHYDO Catch-Up Payment” means any payment with respect to any obligations of Holdings, the Borrower or any Subsidiary to avoid the application of Section 163(e)(5) of the Code thereto.

“Akin” means Akin Gump Strauss Hauer & Feld LLP, counsel to the Administrative Agent and certain of the Lenders.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% per annum and (c) Adjusted Term SOFR on such day (or if such day is not a Business Day, the immediately preceding Business Day) with a maturity of one month plus 1% per annum. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or Adjusted Term SOFR, as the case may be, for any reason, the Alternate Base Rate shall be determined without regard to clause (b) or (c), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR, respectively. Notwithstanding the foregoing, the Alternate Base Rate will be deemed to be 4.00% per annum if the Alternate Base Rate calculated pursuant to the foregoing provisions would otherwise be less than 4.00% per annum.

“Annual Aggregate Permitted Tax Distribution” has the meaning assigned to such term in Section 6.08(a)(vii)(A).

“Anti-Corruption Laws” has the meaning assigned to such term in Section 3.17(b).

“Applicable Account” means, with respect to any payment to be made to the Administrative Agent hereunder, the account specified by the Administrative Agent from time to time for the purpose of receiving payments of such type.

“Applicable Creditor” has the meaning assigned to such term in Section 9.14(b).

“Applicable Percentage” means, at any time with respect to any Lender, the percentage of the aggregate Commitments (carried out to the ninth decimal place) represented by such Lender's Commitment at such time (or, if the Commitments have terminated or expired, such Lender's share of the aggregate Loans of all Lenders at that time).

“Applicable Rate” means, for any day, with respect to any Term Loan (i) that is an ABR Loan, 4.50% per annum or (ii) that is a SOFR Loan, 5.50% per annum.

“Approved Bank” has the meaning assigned to such term in the definition of “Cash Equivalents.”

“Approved Fund” means, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and/or similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) any Affiliate of such Lender or (c) any entity or any Affiliate of any entity that administers, advises or manages such Lender.

“ASC 606” means the Financial Accounting Standards Board Accounting Standards Certification Topic No. 606, as amended.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04), or as otherwise required to be entered into under the terms of this Agreement, substantially in the form of Exhibit A or any other form reasonably approved by the Administrative Agent.

“Auction” shall have the meaning provided in Section 2.20(a).

“Auction Manager” shall have the meaning provided in Section 2.20(a).

“Audited Financial Statements” means the audited consolidated balance sheet of Parent and its consolidated subsidiaries as of December 31, 2025 and the related audited consolidated statements of operations and consolidated statements of comprehensive income, consolidated statements of changes in members' equity and consolidated audited statements of cash flows.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.14(b)(iv).

“Backstop Lenders” has the meaning assigned to such term in the Takeback Facility Commitment Letter.

“Backstop Premium” has the meaning assigned to such term in Section 2.12(b).

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

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

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy”, as now or hereafter in effect, or any successor thereto.

“Bankruptcy Court” has the meaning assigned to such term in the recitals.

“Bankruptcy Plan” means that certain Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and its Debtor Affiliates, dated as of June 7, 2026, filed in connection with the Chapter 11 Cases (including any attachments thereto, together with all amendments, amendments and restatements, modifications and supplements thereto).

“Bankruptcy Proceeding” shall mean any voluntary or involuntary case or proceeding commenced under any Debtor Relief Law now or hereafter in effect.

“Basel III” means, collectively, those certain agreements on capital requirements, leverage ratios and liquidity standards contained in “Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems,” “Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring,” and “Guidance for National Authorities Operating the Countercyclical Capital Buffer,” each as published by the Basel Committee on Banking Supervision in December 2010 (as revised from time to time), and as implemented by a Lender’s primary U.S. federal banking regulatory authority or primary non-U.S. financial regulatory authority, as applicable.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.14(b)(i).

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

(a) Daily Simple SOFR; or

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

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

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

“Benchmark Replacement Date” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no

successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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

“Benchmark Unavailability Period” means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(b) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(b).

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, which certification shall be substantially similar in substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers included as Appendix A to the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 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.”

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

“Blue Torch Entity” means Blue Torch Capital LP, its Affiliates and Approved Funds and their respective affiliated or managed funds or accounts.

“Board of Directors” means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers, board of directors, manager or managing member of such Person or the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors, board of managers, manager or managing member of a general partner of such Person or the functional equivalent of the foregoing and (d) in any other case, the functional equivalent of the foregoing.

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

“Borrower” means Norvax and shall include any Successor Borrower, to the extent applicable.

“Borrowing” means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” means in the case of a Term Loan Borrowing, \$1,000,000.

“Borrowing Multiple” means \$100,000.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit B.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

“Cahill” means Cahill Gordon & Reindel LLP, counsel to certain New Money Term Lenders, Tranche B Senior Term Lenders and Tranche B Junior Term Lenders.

“Capital Expenditures” means, for any period, the additions to property, plant and equipment and other capital expenditures of the Borrower and the Subsidiaries that are (or should be) set forth in a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP.

“Cash Equivalents” means any of the following, to the extent owned by the Borrower or any Subsidiary:

(a) Dollars;

(b) readily marketable obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of (i) the United States, or (ii) any member nation of the European Union rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's, having average maturities of not more than 24 months from the date of acquisition thereof; provided that the full faith and credit of the United States or such member nation of the European Union is pledged in support thereof;

(c) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) is a Lender or (ii) has combined capital and surplus of at least (x) \$250,000,000 in the case of U.S. banks and (y) \$100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of non-U.S. banks (any such bank meeting the requirements of clause (i) or (ii) above being an

“Approved Bank”), in each case with average maturities of not more than 24 months from the date of acquisition thereof;

(d) commercial paper and variable or fixed rate notes issued by an Approved Bank (or by the parent company thereof) or any variable or fixed rate note issued by, or guaranteed by, a corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody’s, in each case with average maturities of not more than 24 months from the date of acquisition thereof;

(e) repurchase agreements entered into by any Person with an Approved Bank, a bank or trust company (including any of the Lenders) or recognized securities dealer, in each case, having capital and surplus in excess of (x) \$250,000,000 in the case of U.S. banks and (y) \$100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of non-U.S. banks, in each case, for direct obligations issued by or fully guaranteed or insured by the government or any agency or instrumentality of (i) the United States, (ii) Switzerland or (iii) any member nation of the European Union rated A (or the equivalent thereof) or better by S&P and A2 (or the equivalent thereof) or better by Moody’s, in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a Fair Market Value of at least 100% of the amount of the repurchase obligations;

(f) marketable short-term money market and similar highly liquid funds either (i) having assets in excess of (x) \$250,000,000 in the case of U.S. banks or other U.S. financial institutions and (y) \$100,000,000 (or the Dollar Equivalent as of the date of determination) in the case of non-U.S. banks or other non-U.S. financial institutions or (ii) having a rating of at least A-2 or P-2 from either S&P or Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) securities with average maturities of 24 months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, or by any political subdivision or taxing authority of any such state, commonwealth or territory or by a foreign government having an investment grade rating from either S&P or Moody’s (or the equivalent thereof);

(h) investments with average maturities of 24 months or less from the date of acquisition in mutual funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody’s;

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in Euros or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction;

(j) investments, classified in accordance with GAAP as current assets, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions having capital of at least \$250,000,000, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (i) of this definition;

(k) interest bearing instruments with a maximum maturity of 180 days in respect of which the obligor is a G8 government or other G8 governmental agency or a G8 financial institution with credit ratings from S&P of at least “A-2” or the equivalent thereof or from Moody’s of at least “P-2” or the equivalent thereof; and

(l) investment funds investing at least 90% of their assets in securities of the types described in clauses (a) through (l) above.

“Cash Management Obligations” means (a) obligations in respect of any treasury management services, overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and

cash management services or any automated clearing house transfers of funds and (b) other obligations in respect of netting services, employee credit, commercial credit card, debit card, stored value card or purchase card programs and similar arrangements.

“Cash Management Services” has the meaning assigned to such term in the definition of “Secured Cash Management Obligations”.

“Cashless Roll Transactions” has the meaning assigned to such term in the recitals.

“Casualty Event” means any event that gives rise to the receipt by the Borrower or any Subsidiary of any insurance proceeds, condemnation awards or eminent domain awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

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

“Change in Control” means:

(a) the failure of Holdings, directly or indirectly through wholly-owned subsidiaries that are Guarantors (including, for the avoidance of doubt, through wholly-owned subsidiaries that are subsidiaries of the Borrower), to own all of the Equity Interests in the Borrower, or

(b) any combination of the Permitted Holders (or any Parent Entity of Holdings controlled directly or indirectly by the Permitted Holders) shall fail to own beneficially (within the meaning of Rules 13(d)-3 and 13(d)-5 of the Exchange Act), directly or indirectly, in the aggregate at least 50.1% of the voting power represented by the issued and outstanding Voting Stock of Holdings, unless the Permitted Holders, directly or indirectly through one or more Parent Entities of Holdings, have the right (pursuant to contract, proxy, ownership of Equity Interests or otherwise) to designate or appoint (and do so designate or appoint) a majority of the Board of Directors of Holdings.

For purposes of this definition and any related definition to the extent used for purposes of this definition, (i) “beneficial ownership” shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act, (ii) the phrase Person or “group” is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or “group” and its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (iii) a Person or group shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement and (iv) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of the Voting Stock or other securities of such other Person’s Parent Entity (or related contractual rights) unless it owns at least a majority of the total voting power of the Voting Stock of such Parent Entity.

“Change in Law” means (a) the adoption of any rule, regulation, treaty or other law after the date of this Agreement, (b) any change in any rule, regulation, treaty or other law or in the administration or interpretation thereof by any Governmental Authority after the date of this Agreement or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) any requests, rules, guidelines or directives promulgated by the Bank of International Settlements, the

Basel Committee on Banking Supervision (or any successor or similar authority) or United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted, promulgated or issued after the date of this Agreement, but only to the extent the relevant increased costs or loss of yield would have been included if they had been imposed under applicable increased cost provisions, including, without limitation, for purposes of Section 2.15.

“Chapter 11 Cases” has the meaning assigned to such term in the recitals.

“Class” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are New Money Term Loans, Tranche A Senior Takeback Term Loans, Tranche B Senior Takeback Term Loans, Tranche A Junior Takeback Term Loans or Tranche B Junior Takeback Term Loans, any Commitment, and any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments; provided, for purposes of Sections 2.07, 2.08, 2.11, 2.18, 2.20, 2.21 and 9.04, (i) Tranche A Senior Takeback Term Loans and Tranche B Senior Takeback Term Loans shall be treated as a single Class and (ii) Tranche A Junior Takeback Term Loans and Tranche B Junior Takeback Term Loans shall be treated as a single Class.

“Closing Payment” has the meaning assigned to such term in Section 2.12(a).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations.

“Collateral Agent” has the meaning assigned to such term in the Collateral Agreement.

“Collateral Agreement” means the Collateral Agreement among Holdings, the Borrower, each other Loan Party and the Collateral Agent, substantially in the form of Exhibit C.

“Collateral and Guarantee Requirement” means, at any time, the requirement that:

(a) the Administrative Agent shall have received from (i) Holdings, the Borrower and each other Domestic Subsidiary (other than an Excluded Subsidiary) either (x) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guarantee Agreement, in the form specified therein, duly executed and delivered on behalf of such Person and (ii) Holdings, the Borrower and each Subsidiary Loan Party either (x) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes or is required to become a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Person;

(b) all outstanding Equity Interests of the Borrower and, to the extent owned by or on behalf of any Loan Party, the Subsidiaries (other than any Equity Interests constituting Excluded Assets) shall have been pledged pursuant to the Collateral Agreement and (except in the case of Equity Interests of Persons who are not Subsidiaries, including any Joint Ventures that are not Subsidiaries) the Collateral Agent shall have received certificates or other instruments representing all such Equity Interests (if any), together with undated stock powers or other instruments of transfer with respect thereto (in form and substance reasonably satisfactory to the Collateral Agent) endorsed in blank;

(c) (i) other than to the extent constituting an Excluded Asset, if any Indebtedness for borrowed money of any Person other than Holdings, the Borrower or the Subsidiaries is (x) owing to any Loan Party, (y) in a principal amount in excess of \$1,000,000 and (z) evidenced by a physical promissory note constituting Collateral, such promissory note shall have been pledged pursuant to the Collateral Agreement and the Collateral Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto (in form and substance reasonably satisfactory to the Collateral Agent) endorsed in blank and (ii) all Indebtedness for borrowed money of Holdings, the Borrower and each Subsidiary that is owing to any Loan Party shall be evidenced by the Intercompany Note, and such Intercompany Note shall have been pledged pursuant to the Collateral Agreement and the Collateral Agent shall have received such Intercompany Note, together with undated instruments of transfer with respect thereto (in form and substance reasonably satisfactory to the Collateral Agent) endorsed in blank;

(d) other than to the extent constituting an Excluded Asset, all certificates, agreements, documents and instruments, including Uniform Commercial Code financing statements and intellectual property security agreements, required by the Security Documents, Requirements of Law or reasonably requested by the Collateral Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents and the other provisions of the term "Collateral and Guarantee Requirement," shall have been filed, registered or recorded or delivered to the Collateral Agent in proper form for filing, registration or recording, in each case, subject to exceptions and limitations otherwise set forth in this Agreement and the other Loan Documents;

(e) other than with respect to any Excluded Account, each Loan Party shall obtain a control agreement (each, an "Account Control Agreement") (or, if any such Loan Party is unable to obtain a control agreement from the financial institution where any deposit account, securities account or commodities account is located, it will relocate such account to another financial institution and obtain a control agreement), with the Collateral Agent and any bank with which such Loan Party maintains a deposit account, securities account or commodities account (each as defined in the UCC) (collectively, the "Controlled Accounts") with respect to any such accounts existing on the Effective Date, upon the opening of any such new account and not later than 30 days following the acquisition of any new account (or, in each case, such longer period as the Collateral Agent may agree in its sole discretion); and

(f) the Collateral Agent shall have received (i) counterparts of a Mortgage with respect to each Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property, (ii) a policy or policies of title insurance or a marked unconditional commitment or binder thereof issued by a nationally recognized title insurance company reasonably acceptable to the Collateral Agent insuring the Lien of each such Mortgage as a first priority Lien on the title to such Mortgaged Property described therein, for an amount no less than the Fair Market Value of such Mortgaged Property together with such endorsements as the Collateral Agent may reasonably request and which are available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located, (iii) such affidavits, instruments of indemnification (including a so-called "gap" indemnification) as are customarily requested by the title company to induce the title company to issue the title policies and endorsements contemplated above, (iv) evidence reasonably acceptable to the Collateral Agent of payment by Holdings, the Borrower or any other Subsidiary of all title policy premiums, search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the title policies referred to above, (v) a survey of each Mortgaged Property in such form as shall be required by the title company to issue the so called comprehensive and other survey related endorsements and to remove the standard survey exceptions from the title policies and endorsements contemplated above (provided, however, that a survey shall not be required to the extent that the issuer of the applicable title insurance policy provides reasonable and customary survey related coverages (including, without limitation, survey related endorsements) in the applicable title insurance policy based on an existing survey and/or such other documentation as may be reasonably satisfactory to the title insurer), (vi) if required pursuant to the Flood Insurance Laws, completed "Life of Loan" Federal Emergency Management Agency ("FEMA") Standard Flood Hazard Determination with respect to each Mortgaged Property subject to the applicable FEMA rules and regulations (together with a notice about special flood hazard area status and flood disaster assistance duly executed by Holdings, the Borrower and each Loan Party relating thereto), (vii) if any Mortgaged

Property is located in an area determined by FEMA to have special flood hazards, evidence of such flood insurance as may be required under any Requirements of Law, including Regulation H of the Board of Governors and the other Flood Insurance Laws and as required under Section 5.07, (viii) such legal opinions as the Administrative Agent may reasonably request with respect to the enforceability of any such Mortgage and such other customary matters as are reasonably requested by the Collateral Agent, and (ix) existing environmental assessment reports, to the extent available and in the possession or reasonable control of the Borrower or its Subsidiaries.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (a) the foregoing provisions of this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to, particular assets of the Loan Parties, or the provision of Guarantees by any Subsidiary (i) if such assets constitute Excluded Assets, (ii) if, and for so long as and to the extent that the Administrative Agent and the Borrower reasonably agree that the cost, burden, difficulty or consequence of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, or providing such Guarantees outweighs the benefits to be obtained by the Lenders therefrom, (iii) if and for so long as and to the extent that the Administrative Agent and the Borrower reasonably agree that such creation or perfection of pledges of or security interest or Guarantee would result in any material adverse Tax consequences to Holdings, the Borrower or one of their respective Subsidiaries or to any direct or indirect Parent Entity or other material equityholder of any of the foregoing (including the imposition of material withholding, recording or other Taxes) or (iv) if the grant or perfection of a security interest in such asset would (A) be prohibited or restricted by any applicable license, franchise, charter, authorization or other applicable Requirement of Laws (including any legally effective prohibition or restriction on such grant or perfection), (B) require the consent of any applicable Governmental Authority (except to the extent such consent has been obtained), (C) with respect to the grant of a Lien in any contract, violate the terms of such contract (to the extent binding on such Person or property at the time of the acquisition thereof and not incurred in contemplation of such acquisition) (in each case of (A), (B) and (C), after giving effect to the applicable anti-assignment provisions of the UCC or other similar applicable law) or (D) trigger termination of any contract pursuant to any "change of control" or similar provision (to the extent binding on such Person or property at the time of the acquisition thereof and not incurred in contemplation of such acquisition); it being understood that the Collateral shall include any proceeds and/or receivables (other than to the extent constituting Excluded Assets) arising out of any contract described in clause (a)(iv)(C) and (D) to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC or other similar applicable law notwithstanding the relevant prohibition, violation or termination right, (b) Liens required to be granted from time to time pursuant to the term "Collateral and Guarantee Requirement" shall be subject to exceptions and limitations set forth herein and in the Security Documents as in effect on the Effective Date, (c) no control agreements or other control or similar arrangements shall be required with respect to any Excluded Account, (d) no perfection actions (beyond the filing of a financing statement under the Uniform Commercial Code) shall be required, nor shall the Administrative Agent or Collateral Agent be authorized to take any actions (beyond the filing of a financing statement under the Uniform Commercial Code) with respect to (A) commercial tort claims with a value less than \$1,000,000, (B) Vehicles and other assets subject to certificates of title, (C) letter of credit rights, (D) promissory notes evidencing debt for borrowed money by any Person in a principal amount individually or in an aggregate of less than \$1,000,000, and (E) the Equity Interests of any Joint Venture that is not a Subsidiary, (e) no actions in any of Slovakia, Nicaragua or Pakistan shall be required to be taken, nor shall the Administrative Agent be authorized to take any such action, to create any security interests in assets of any such Foreign Subsidiary organized in such jurisdiction that is not a Material Subsidiary (including any Equity Interests of such Foreign Subsidiaries) or to perfect or make enforceable any security interests in any such assets and (f) no Loan Party shall be required to seek any

landlord lien waiver, estoppel, warehouseman waiver or other collateral access or similar letter or agreement. The Administrative Agent (in its reasonable discretion) may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Effective Date, the timelines set forth in Schedule 5.14 or in connection with assets acquired, or Subsidiaries formed or acquired, after the Effective Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.

“Commitment” means, with respect to any Lender, its New Money Term Loan Commitment of any Class or any combination thereof (as the context requires).

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

“Company Competitor” means any competitor of Holdings, the Borrower or any of its Subsidiaries.

“Company Materials” has the meaning assigned to such term in Section 5.01.

“Competitor Debt Fund Affiliate” means, with respect to any Company Competitor or any Affiliate thereof, any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is (i) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and (ii) managed, sponsored or advised by any Person that is Controlling, Controlled by or under common Control with the relevant Company Competitor or Affiliate thereof, but only to the extent that no personnel involved with the investment in the relevant Company Competitor (A) makes (or has the right to make or participate with others in making) investment decisions on behalf of, or otherwise cause the direction of the investment policies of, such debt fund, investment vehicle, regulated bank entity or unregulated entity or (B) except in its capacity as a Lender or potential lender, has access to any information (other than information that is publicly available) relating to Holdings, the Borrower and/or any entity that forms part of any of their respective businesses (including any of their respective subsidiaries).

“Compliance Certificate” means a Compliance Certificate required to be delivered pursuant to Section 5.01.

“Conforming Changes” means, with respect to either the use or administration of Adjusted Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.16 and other technical, administrative or operational matters) that the Administrative Agent reasonably decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent reasonably determines that no market practice for the administration of any such

rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

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

“Consolidated Total Assets” means, as at any date of determination, the amount that would be set forth opposite the caption “total assets” (or any like caption) on the most recent consolidated balance sheet of the Borrower and the Subsidiaries in accordance with GAAP.

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

“Controlled Account” has the meaning assigned to such term in clause (e) of the definition of “Collateral and Guarantee Requirement.”

“Covered Entity” means any of the following:

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

“Covered Party” has the meaning assigned to such term in Section 9.23.

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

“Data Protection Requirements” means all Requirements of Law, to the extent applicable to the items and services provided by the Borrower and each Subsidiary, relating to the privacy and security of information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases and personal, personally identifiable, sensitive, confidential or regulated data and, in each case, to the protection thereof from unauthorized use, access, misappropriation or modification.

“Debtor” has the meaning assigned to such term in the recitals.

“Debtor Relief Laws” shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency,

restructuring, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

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

“Defaulting Lender” means any Lender that has (a) failed to fund any portion of its Loans within two Business Days of the date on which such funding is required hereunder, (b) notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement (or provided any written notification to any Person) to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within one Business Day after request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute or subsequently cured, (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become or has a parent company that has become the subject of a bankruptcy or insolvency proceeding or any action or proceeding of the type described in Section 7.01(h) or Section 7.01(i), or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (f) becomes the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (f) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.22(b)) upon delivery of written notice of such determination to the Borrower and each Lender.

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

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

“DIP Financing” shall have the meaning provided in Section 9.17.

“DIP Financing Liens” shall have the meaning provided in Section 9.17.

“Disposition” has the meaning assigned to such term in Section 6.05, and the terms “Dispose” and “Disposed” shall have meanings correlative thereto.

“Disposition/Casualty Prepayment Event” has the meaning assigned to such term in the definition of “Prepayment Event”.

“Disqualified Equity Interest” means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests);

(c) provides for the scheduled payment of dividends in cash; or

(d) is redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by such Person or any of its Affiliates, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 91 days after the Latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the Effective Date, the Effective Date); provided, however, that (i) any Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an “asset sale,” a “change of control,” eminent domain event, condemnation event, or similar event shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full in cash of all the Loans and all other Loan Document Obligations that are accrued and payable and the termination of the Commitments, (ii) if any Equity Interest in any Person is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants, of Holdings (or any other Parent Entity), the Borrower or any other Subsidiary or by any such plan to such employees, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by Holdings (or any other Parent Entity), the Borrower or any other Subsidiary in order to satisfy applicable statutory or regulatory obligations of such Person and (iii) no Equity Interest held by any future, present or former employee, director, officer, manager, member of management, consultant or independent contractor (or their respective affiliates or Immediate Family Members) of the Borrower (or any Parent Entity or any Subsidiary) shall be considered a Disqualified Equity Interest solely because such stock is redeemable or subject to repurchase pursuant to any customary stock option, employee stock award or similar agreement that may be in effect from time to time.

“Disqualified Lenders” means:

(i) so long as no Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing, those Persons (other than Company Competitors) identified by the Investors to the Administrative Agent, the Tranche B Senior Takeback Lenders and the Tranche B Junior Takeback Lenders in writing on or prior to the Effective Date;

(ii) any Company Competitor that is identified in writing by the Borrower to the Administrative Agent (which list of Company Competitors may be supplemented by the Borrower after the Effective Date by means of a written notice to the Administrative Agent, but which supplementation shall not apply retroactively to disqualify any previously acquired assignment or participation in any Loan); and

(iii) any Affiliate of any Person described in clauses (i) (so long as no Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing) and (ii) above (other than any Competitor Debt Fund Affiliate) that is (x) identified in writing to the Administrative Agent, or (y) readily identifiable on the basis of such Affiliate's name;

it being understood and agreed that the identification of any Person as a Disqualified Lender after the Effective Date shall not apply to retroactively disqualify any previously acquired assignment or participation interest in any Loan.

Notwithstanding the foregoing, "Disqualified Lenders" shall exclude any Person identified by the Borrower as no longer being a "Disqualified Lender" by written notice to the Administrative Agent.

"Disqualified Person" has the meaning assigned to such term in Section 9.04(h)(ii).

"Divided Delaware LLC" means any Delaware LLC which has been formed upon the consummation of a Delaware LLC Division.

"Dollar Equivalent" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any other currency, the equivalent amount thereof in Dollars as determined in accordance with Section 1.05 hereof.

"Dollars" or "\$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"Early Termination Payment" has the meaning assigned to such term in the TRA.

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

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

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

"Effective Date" means July 21, 2026.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, (i) a natural person, (ii) a Defaulting Lender, (iii) a

Disqualified Lender (to the extent that the list of Disqualified Lenders has been received by such assignee upon its request), or (iv) except to the extent provided in Section 9.04(j), Holdings, the Borrower or any of their Subsidiaries.

“EMU Legislation” means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

“Environmental Laws” means applicable common law and applicable Requirements of Law, and all applicable injunctions or legally binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, including with respect to the preservation or reclamation of natural resources or the generation, use, handling transportation, storage, treatment or disposal (including any Release or threatened Release) of any Hazardous Material, or, to the extent relating to exposure to Hazardous Materials, the protection of human health or safety.

“Environmental Liability” means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants’ fees, fines, penalties and indemnities), of Holdings, the Borrower or any other Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any legally binding contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equal Priority Intercreditor Agreement” has the meaning assigned to such term in the definition of “Intercreditor Agreements.”

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in, or interests in a Person.

“Equityholding Vehicle” means any Parent Entity and any equityholder thereof through which current, former or future officers, directors, employees, managers or consultants of Holdings or the Borrower or any of their subsidiaries or Parent Entity hold Equity Interests of such Parent Entity.

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

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Loan Party, is, or at any relevant time was, treated as a single employer under Section 414(b) or Section 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Sections 414(b), (c), (m) and (o) of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) any failure by a Loan Party or any ERISA Affiliate to satisfy the minimum funding standards (within the meaning of Section 412 or Section 430 of the Code or Section 302 or Section 303 of ERISA) applicable to any Plan, whether or not waived; (c) the filing pursuant to Section 412 of the Code

or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA (other than premiums due and not delinquent under Section 4007 of ERISA) with respect to the termination of any Plan or Multiemployer Plan; (f) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate, or the occurrence of any event or condition which constitutes grounds under ERISA for the termination of, any Plan or Plans under Section 4041 of ERISA or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (g) the incurrence by a Loan Party or any ERISA Affiliate of any liability with respect to the withdrawal from any Plan subject to Section 4063 of ERISA during a plan year in which it was a “substantial employer” (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA, or a complete or partial withdrawal (within the meanings of Section 4203 and Section 4205 of ERISA, respectively) from a Multiemployer Plan; (h) the occurrence of a Foreign Benefit Plan Event; (i) the receipt by a Loan Party or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from a Loan Party or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is or is expected to be, “insolvent,” within the meaning of Section 4245 of ERISA or in “endangered or critical status,” within the meaning of Section 304 or 305 of ERISA or Section 431 or 432 of the Code; (j) the occurrence of an act or omission which could reasonably be expected to give rise to the imposition on the Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, excise taxes or related charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Plan; (k) the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (l) the making of any amendment to any Plan which could reasonably be expected to result in the imposition of a lien or the posting of a bond or other security; (m) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could reasonably be expected to result in liability to any Loan Party; or (n) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Plan, other than for PBGC premiums due but not delinquent.

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

“Euros” and “€” mean the single currency of the European Union as constituted by the Treaty on European Union and as referred to in the EMU Legislation.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Excess Cash Prepayment Amount” has the meaning assigned to such term in the definition of “Monthly Cash Sweep Prepayment Event.”

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time.

“Exchange Rate” means on any day, for purposes of determining the Dollar Equivalent of any currency other than Dollars the rate at which such other currency may be exchanged into Dollars at the time of determination on such day as set forth on the Bloomberg screen page for such currency. In the event that such rate does not appear on any Bloomberg screen page, the Exchange Rate shall be

determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such an agreement, such Exchange Rate shall instead be the arithmetic average of the Exchange Rates of exchange quoted to the Administrative Agent for such currency, at or about such time as the Administrative Agent shall elect after determining that such rates shall be the basis for determining the Exchange Rate, on such date for the purchase of Dollars for delivery two Business Days later; provided that, if at the time of any such determination, for any reason, no such Exchange Rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

“Excluded Accounts” means any deposit accounts, commodities account and securities accounts (each as defined in the UCC) (i) that are held by any Loan Party and are swept at least every two Business Days (or more frequently) to a Controlled Account, (ii) the balance of which consists exclusively of (x) withheld income taxes and federal, state or local employment taxes, and (y) amounts required to be paid over to an employee benefit plan, (iii) all segregated deposit accounts constituting or used for (and the balance of which consists solely of funds set aside for the purpose of managing) disbursement, tax accounts, payroll accounts (including payroll taxes required to be collected, remitted or withheld, including federal and state withholding taxes), employee wages and benefits, customs, fiduciary benefits, trust, escrow or similar purposes, (iv) that are zero balance accounts and (v) other accounts with an aggregate balance of less than \$500,000 at all times.

“Excluded Assets” means (a) (x) any fee owned real property other than Material Real Property, (y) all leasehold interests in real property, (b) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction) after giving effect to any applicable anti-assignment provisions of the UCC or other applicable law notwithstanding such prohibition, (c) any asset to the extent a pledge thereof or grant of security interest therein is prohibited by any Requirement of Law (including any legally effective requirement to obtain the consent of any governmental authority, except to the extent such consent has been obtained) after giving effect to any applicable anti-assignment provisions of the UCC or other applicable law notwithstanding such prohibition, (d) margin stock and, solely to the extent prohibited by the terms of, creating an enforceable right of termination in favor of any other party thereto (other than Holdings, the Borrower or any wholly-owned Subsidiary of the Borrower) or requiring the consent of one or more third parties (other than Holdings, the Borrower or any wholly-owned Subsidiary of the Borrower) under, or the pledge thereof would give rise to a “right of first refusal”, a “right of first offer” or a similar right that may be exercised by any third party (other than Holdings, the Borrower or any wholly-owned Subsidiary of Holdings or the Borrower) pursuant to, any applicable Organizational Documents, Joint Venture agreement or shareholders’ agreement, Equity Interests in any Person (provided that no Equity Interests issued by the Borrower, any Subsidiary that is a wholly-owned Subsidiary (or any Subsidiary that becomes non wholly-owned as the result of the transfer of any of its equity interests to any Affiliate of the Borrower) shall be Excluded Assets by application of this clause (d)), (e) assets to the extent that the Administrative Agent and the Borrower reasonably agree that a security interest or grant of perfection in such assets would result in material adverse tax consequences to the Borrower or any of the Subsidiaries or any direct or indirect Parent Entity or other material equityholder of the foregoing, (f) any intent-to-use trademark application prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, (g) any lease, license or other agreement or any property subject to a purchase money security interest, Financing Lease Obligation or similar arrangement permitted hereunder to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement, Financing Lease Obligation or similar arrangement or create

a breach, default or right of termination in favor of any other party thereto (other than Holdings, the Borrower or any wholly-owned Subsidiary) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law notwithstanding such prohibition, (h) in excess of 65% of the voting Equity Interests of (A) any Foreign Subsidiary or (B) any FSHCO, (i) Excluded Accounts, (j) [reserved], (k) any employee stock ownership plan or trust established by Holdings or any of its Subsidiaries or a direct or indirect parent of Holdings (to the extent such employee stock ownership plan or trust has been funded by Holdings or any Subsidiary or a direct or indirect parent of Holdings), (l) any Equity Interests of any Person acquired after the Effective Date pursuant to a permitted Investment that are pledged to secure Indebtedness permitted to be assumed hereunder (and not incurred in contemplation of the Effective Date or such permitted Investment) existing at the time of such permitted Investment, and/or (m) Vehicles, aircrafts, aircraft engines and other assets subject to certificates of title to the extent a Lien thereon cannot be perfected solely by filing a UCC financing statement. Other assets shall be deemed to be “Excluded Assets” if the Administrative Agent and the Borrower reasonably agree in writing that the cost of obtaining or perfecting a security interest in such assets is excessive in relation to the benefit to the Lenders of the security to be afforded thereby. For the avoidance of doubt, no “carrier contract” between the Borrower or a Subsidiary and an insurance company shall constitute an Excluded Asset.

“Excluded Subsidiary” means any of the following (except as otherwise provided in clause (b) of the definition of “Subsidiary Loan Party”): (a) [reserved], (b) each Subsidiary listed on Schedule 1.01(a), (c) [reserved], (d) [reserved], (e) any Subsidiary that is prohibited by (i) applicable Requirements of Law or (ii) any contractual obligation existing on the Effective Date or on the date any such Subsidiary is acquired (so long as, in respect of any such contractual prohibition, such prohibition is not incurred in contemplation of the Effective Date or such acquisition and only for so long as such restriction is continuing), in each case from guaranteeing the Secured Obligations or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee (unless such consent, approval, license or authorization has been received), (f) any Foreign Subsidiary that is a CFC, (g) [reserved], (h) any FSHCO, (i) any Subsidiary for which the Administrative Agent and the Borrower reasonably agree that the provision of a Guarantee would result in any material adverse Tax consequences to Holdings, the Borrower or one of their respective Subsidiaries or any direct or indirect Parent Entity, (j) [reserved], (k) [reserved], and (l) any captive insurance companies. For the avoidance of doubt, a non-wholly owned Subsidiary shall not constitute an Excluded Subsidiary unless such non-wholly owned Subsidiary is excluded by the foregoing clauses (a) through (l).

“Excluded Swap Obligations” means, with respect to any Guarantor, (a) 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, as applicable, such Swap Obligation (or any Guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the U.S. Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of (i) such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to any applicable keep well, support, or other agreement for the benefit of such Guarantor and any and all Guarantees of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guarantee of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation or (ii) in the case of a Swap Obligation that is subject to a clearing requirement pursuant to section 2(h) of the Commodity Exchange Act, because such Guarantor is a “financial entity,” as defined in section 2(h)(7)(C) of the Commodity Exchange Act, at the time the Guarantee of such Guarantor of, or the grant

by such Guarantor of a security interest to secure, as applicable, such Swap Obligation or (b) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant Loan Parties and counterparty applicable to such Swap Obligations. If a Swap Obligation arises under a Master Agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) its net income (however denominated), branch profits Taxes and franchise Taxes, in each case (i) imposed by a jurisdiction as a result of such recipient being organized or having its principal office located in or, in the case of any Lender, having its applicable lending office located in, such jurisdiction or (ii) that are Other Connection Taxes, (b) any Tax that is attributable to a Lender’s or the Administrative Agent’s failure to comply with Section 2.17(e), (c) except in the case of an assignee pursuant to a request by the Borrower under Section 2.19, any U.S. federal withholding Taxes imposed pursuant to a Requirement of Law in effect at the time a Lender becomes a party hereto (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts with respect to such withholding Tax under Section 2.17 and (d) any withholding Tax imposed pursuant to FATCA.

“Extraordinary Receipts” means any cash in excess of \$1,000,000 received by the Borrower or any of the Subsidiaries not in the ordinary course of business, including (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not the Borrower or any of its Subsidiaries in accordance with applicable Requirements of Law or with contractual obligations entered into in the ordinary course of business or (ii) received by the Borrower or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of the Borrower or any of its Subsidiaries or (ii) received by the Borrower or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement; provided that “Extraordinary Receipts” shall not include any payments, advances or revenues received from (i) any insurance carrier or (ii) any current or former “downline”, “external”, or “GoPartner Solutions” agency or producer of the Borrower, its Subsidiaries or any of their respective Affiliates.

“Fair Market Value” means with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm’s length and arranged in an orderly manner over a reasonable period of time having regard to the nature and characteristics of such asset. Except as otherwise expressly set forth herein, such value shall be determined in good faith by the Borrower.

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations or official administrative interpretations thereof,

any agreements entered into pursuant to current Section 1471(b)(1) of the Code, any intergovernmental agreements entered into in connection with the implementation of such current Sections of the Code (or any such amended or successor version described above), and any laws, fiscal or regulatory legislation, rules, guidance notes and practices adopted by a non-U.S. jurisdiction to implement the foregoing.

“FCPA” has the meaning assigned to such term in Section 3.17(b).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided, that if the Federal Funds Effective Rate for any day is less than zero, the Federal Funds Effective Rate for such day will be deemed to be zero; provided, further, that if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Fee Letter” means that certain letter agreement, dated as of July 21, 2026, between the Borrower and Blue Torch Finance, LLC.

“FEMA” means the Federal Emergency Management Agency or any successor governmental agency or similar authority.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of the Borrower.

“Financing Lease Obligation” means, as applied to any Person, an obligation that is required to be accounted for as a financing or capital lease (and, for the avoidance of doubt, not an operating lease) for financial reporting purposes in accordance with GAAP. At the time any determination thereof is to be made, the amount of the liability in respect of a financing or capital lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP as in effect on December 31, 2018 (it being understood that all obligations of the Borrower and the Subsidiaries that are or would be characterized as an operating lease as determined in accordance with GAAP as in effect on the December 31, 2018 (whether or not such operating lease was in effect on such date) shall continue to be accounted for as an operating lease (and not as a Financing Lease Obligation) for purposes of this Agreement regardless of any change in GAAP following December 31, 2018 that would otherwise require such obligation to be recharacterized as a Financing Lease Obligation, to the extent that financial reporting shall not be affected hereby).

“First-Out Obligations” means the Loan Document Obligations with respect to, or arising from, the New Money Term Loans.

“Flood Insurance Laws” means, collectively, (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (d) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (e) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Floor” means a rate of interest equal to 3.00% per annum.

“Foreign Benefit Plan Event” means, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law or in excess of the amount that would be permitted absent a waiver from applicable Governmental Authority or (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments.

“Foreign Pension Plan” means any defined benefit plan sponsored, maintained or contributed to by any Loan Party or any Foreign Subsidiary that under applicable law is required to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained exclusively by a Governmental Authority.

“Foreign Subsidiary” means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

“FSHCO” means any direct or indirect Domestic Subsidiary of Holdings (other than the Borrower) substantially all of the assets of which consist of the Equity Interests or Indebtedness of one or more Foreign Subsidiaries that are CFCs and any other assets incidental thereto.

“FTI” means FTI Consulting, Inc., financial advisor to the Administrative Agent and certain of the Lenders.

“GAAP” means generally accepted accounting principles in the United States of America, as in effect from time to time, subject to Section 1.04.

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

“Granting Lender” has the meaning assigned to such term in Section 9.04(f).

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into after the Effective Date in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect

of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined in good faith by a Financial Officer. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantee Agreement” means the Guarantee Agreement among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit F.

“Guarantors” means collectively, Holdings, the Subsidiary Loan Parties and the Borrower (other than with respect to its own Secured Obligations).

“Hazardous Materials” means all explosive, radioactive, hazardous or toxic materials, substances, wastes or other pollutants, including petroleum or petroleum by-products or distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other materials, substances or wastes of any nature regulated as hazardous or toxic, or any other term of similar meaning and regulatory import, pursuant to any Environmental Law.

“Health Care Laws” means all health care Requirements of Law, to the extent applicable to the items and services provided by the Borrower and each Subsidiary, including, as may be applicable: (i) all Requirements of Law relating to state insurance, health maintenance organization or managed care Requirements of Law (including Requirements of Law relating to Medicare and Medicaid programs and Medicare Supplement plans), (ii) state professional fee-splitting Requirements of Law (including common law), (iii) the Medicare Program Requirements of Law at Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh and Medicare Program rules promulgated thereunder, including but not limited to the Medicare Marketing and Communication Guidelines, 42 C.F.R. Parts 422, 423, and 417; and Requirements of Law and rules relating to Medicare Supplement (e.g., Medigap) plans, 42 U.S.C. § 1395ss and 42 C.F.R. Part 403, (iv) the Medicaid statute, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v, (v) the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), (vi) the Federal False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended), (vii) the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, (viii) the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, (ix) the Federal Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b, (x) the Exclusion Laws, 42 U.S.C. § 1320a-7, (xi) the Federal Health Care Fraud Law (18 U.S.C. § 1347), (xii) TRICARE, 10 U.S.C. § 1071, (xiii) all state Requirements of Law governing the offer, payment, solicitation or receipt of any remuneration in exchange for a referral, furnishing, arranging for the furnishing, lease, purchase, order, or recommendation of any insurance product or healthcare product or service, (xiv) Requirements of Law relating to the licensing of Persons or entities authorized to sell or market insurance policies or products and (xv) HIPAA.

“Health Care Permits” means any and all Permits issued or required under applicable Health Care Laws.

“HIPAA” means the (a) Health Insurance Portability and Accountability Act of 1996; (b) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); (c) federal or state laws regulating privacy of mental or substance abuse health records; and (d) any state and local laws regulating the privacy and/or security of individually identifiable information, including state laws providing for notification of breach of privacy or security of individually identifiable information, in each case with respect to the laws described in clauses (a), (b), (c) and (d) of this definition, as the same may be amended, modified or supplemented from time to time, any successor statutes thereto, any and all rules or regulations promulgated from time to time thereunder.

“Holdings” means (a) Holdings (as defined in the preamble hereto), (b) any Successor Holdings, to the extent applicable, or (c) at the election of the Borrower, any other Person or Persons (the “New Holdings”) that is a Subsidiary of (or are Subsidiaries of) Holdings or of any Parent Entity of Holdings (or the previous New Holdings, as the case may be) (the “Previous Holdings”) but not the Borrower; provided that (a) such New Holdings directly or indirectly owns 100% of the Equity Interests of the Borrower, (b) the New Holdings shall expressly assume all the obligations of the Previous Holdings under this Agreement and the other Loan Documents pursuant to a supplement hereto or thereto in form and substance reasonably satisfactory to the Administrative Agent, (c) the New Holdings shall have delivered to the Administrative Agent (for further distribution by the Administrative Agent to the Lenders) a certificate of an Responsible Officer stating that such substitution and any supplements to the Loan Documents preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the Security Documents, (d) if reasonably requested by the Administrative Agent, an opinion of counsel in form and substance reasonably satisfactory to the Administrative Agent shall be delivered by the Borrower to the Administrative Agent to the effect that, without limitation, such substitution does not breach or result in a default under this Agreement or any other Loan Document, (e) all Equity Interests of the Borrower and substantially all of the other assets of the Previous Holdings are contributed or otherwise transferred to such New Holdings and pledged to secure the Secured Obligations and (f) no Event of Default has occurred and is continuing at the time of such substitution and such substitution does not result in any Event of Default or material tax liability; provided, further, that if each of the foregoing is satisfied, the Previous Holdings shall be automatically released from all its obligations under the Loan Documents and any reference to “Holdings” in the Loan Documents shall be meant to refer to the “New Holdings.”

“IFRS” means international accounting standards as promulgated by the International Accounting Standards Board.

“Immediate Family Members” means with respect to any individual, such individual’s estate, heirs, legatees, distributees, child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (including adoptive relationships), any person sharing an individual’s household (other than an unrelated tenant or employee) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Impacted Loans” has the meaning assigned to such term in Section 2.14(a)(ii).

“incur” means create, issue, assume, guarantee, incur or otherwise become directly or indirectly liable for any Indebtedness; provided, however, that any Indebtedness of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be incurred by such Person at the time it becomes a Subsidiary. The term “incurrence” when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with Section 6.01:

- (a) amortization of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;
- (b) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Equity Interests in the form of additional Equity Interests of the same class and with the same terms; and

(c) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of prepayment, redemption, repurchase, defeasance, acquisition or similar payment or making of a mandatory offer to prepay, redeem, repurchase, defease, acquire, or similarly pay such Indebtedness;

will not be deemed to be the incurrence of Indebtedness.

“Indebtedness” of any Person means, without duplication,

- (a) all obligations of such Person for borrowed money,
- (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet of such Person prepared in accordance with GAAP,
- (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person,
- (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) current trade or other ordinary course payables or liabilities or accrued expenses (but not any refinancings, extensions, renewals or replacements thereof) incurred in the ordinary course of business and maturing within 365 days after the incurrence thereof except if such trade or other ordinary course payables or liabilities or accrued expenses bear interest, (ii) any earn-out obligation, purchase price adjustment or similar obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP or if not paid when due and payable and (iii) liabilities associated with customer prepayments and deposits),
- (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed,
- (f) to the extent not otherwise included, all Guarantees by such Person of Indebtedness of others,
- (g) all Financing Lease Obligations of such Person,
- (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty,
- (i) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances; and
- (j) all fines, settlements payable (but not yet paid) by such Person to any Governmental Authority in connection with any violation or alleged violation of Health Care Laws;
- (k) provided that the term “Indebtedness” shall not include (i) prepaid or deferred revenue (including billing in excess of earnings), (ii) purchase price holdbacks 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) contingent indemnity and similar obligations and amounts owed to dissenting equityholders in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto (including any accrued interest), with respect to permitted Investments, (iv) liabilities associated with customer prepayments and deposits and other accrued obligations (including transfer pricing), in each case incurred in the ordinary course of business, (v) Non-Financing Lease Obligations, (vi) customary obligations under employment agreements and deferred compensation arrangements and (vii) Indebtedness of any Parent Entity (for which none of the Borrower

or any Subsidiary are legally obligated) appearing on the balance sheet of the Borrower or any Subsidiary solely by reason of “pushdown” accounting under GAAP.

The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner), to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the Fair Market Value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of the Borrower and the Subsidiaries shall exclude intercompany liabilities arising from their cash management, tax, and accounting operations and intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business.

“Indemnified Person” has the meaning assigned to such term in Section 9.03(b).

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

“Information” has the meaning assigned to such term in Section 9.12(a).

“Initial Term Loan Maturity Date” means July 21, 2031.

“Intellectual Property” has the meaning assigned to such term in the Collateral Agreement.

“Intercompany Note” means the Intercompany Note, dated as of the Effective Date, substantially in the form of Exhibit K, executed by Holdings, the Borrower and each other Subsidiary party thereto.

“Intercreditor Agreements” means, (a) to the extent executed in connection with the incurrence of Indebtedness secured by Liens on the Collateral which rank (or are intended to rank) equal in priority (but without regard to the control of remedies) to the Liens on the Collateral securing the Secured Obligations, an intercreditor agreement that is reasonably acceptable to the Borrower and the Required Lenders and the Required Tranche B Lenders (an intercreditor agreement described in this clause (a), an “Equal Priority Intercreditor Agreement”) and (b) to the extent executed in connection with the incurrence of Indebtedness secured by Liens on the Collateral which rank (or are intended to rank) junior to the Liens on the Collateral securing the Secured Obligations, an intercreditor agreement that is reasonably acceptable to the Borrower and the Required Lenders and the Required Tranche B Lenders (an intercreditor agreement described in this clause (b), a “Junior Priority Intercreditor Agreement”).

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.07 substantially in the form of Exhibit G hereto.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last Business Day of each calendar month and (b) with respect to any SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part.

“Interest Period” means, with respect to any SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is

one month thereafter; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing. No Interest Period shall extend beyond the maturity date of the facility under which such Loan was made.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other Indebtedness or equity participation or interest in, another Person, including any partnership or Joint Venture interest in such other Person (including, in the case of the Borrower and the Subsidiaries, (i) intercompany advances arising from their cash management, tax, and accounting operations and (ii) intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any rollover or extensions of terms) and made in the ordinary course of business), (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person, (d) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP or (e) any cryptocurrency or blockchain based investment. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, but without any adjustment for writedowns or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Financial Officer, (iii) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the Fair Market Value of such Equity Interests or other property as of the time of the transfer, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment, except that the amount of any Investment in the form of an Acquisition Transaction shall be the Acquisition Consideration (including any Indebtedness assumed in connection therewith), plus (A) the cost of all additions thereto and minus (B) the amount of any portion of such Investment that has been repaid to the investor, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. For purposes of Section 6.04, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; provided that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by a Financial Officer.

“Investor” means (a) any of the following and their respective Affiliates (excluding any operating portfolio company thereof): any PSP Entity; any Redwood Entity; any Blue Torch Entity; Aksia, LLC and its affiliates and managed accounts; Bank of America, N.A.; Benefit Street Partners Capital Opportunity Fund II L.P.; Benefit Street Partners Senior Secured Opportunities (U) Master Fund (Non-US) L.P.; Benefit Street Partners Senior Secured Opportunities Fund L.P.; Benefit Street Partners Senior Secured Opportunities Master Fund (Non-US) LP; Benefit Street Partners SMA LM L.P.; Benefit Street Partners SMA-C II LP; Benefit Street Partners SMA-K LP; Benefit Street Partners SMA-T L.P.; BSP Debt Fund IV CV L.P.; BSP Debt Fund IV CV Master (Non-US) L.P.; Franklin BSP Capital Corporation; Landmark Wall SMA L.P.; Blue Owl Capital Corporation; Blue Owl Capital Corporation II; Goldman Sachs Lending Partners LLC; Morgan Stanley Senior Funding, Inc.; Royal Bank of Canada and Truist Bank and (b) any Management Investors, in each case, who hold, or will hold, Equity Interests in Holdings (or any Parent Entity) on the Effective Date after giving effect to the Transactions.

“IRS” means the United States Internal Revenue Service.

“Joint Venture” means a direct or indirect joint venture, partnership or similar arrangement, whether in corporate, partnership or other legal form.

“Judgment Currency” has the meaning assigned to such term in Section 9.14(b).

“Junior Indebtedness” means any debt for borrowed money that is secured by Liens on the Collateral which rank (or are intended to rank) junior in priority to the Liens on the Collateral securing the Secured Obligations.

“Junior Priority Intercreditor Agreement” has the meaning assigned to such term in the definition of “Intercreditor Agreements.”

“Junior Takeback Term Lenders” means each Lender with an outstanding Junior Takeback Term Loan.

“Junior Takeback Term Loans” means the term loans deemed to be made on the Effective Date in accordance with Section 2.01(c). As of the Effective Date, the aggregate total outstanding Junior Takeback Term Loan amount is \$588,275,099.

“Latest Maturity Date” means, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time.

“LCT Election” has the meaning specified in Section 1.08.

“LCT Test Date” has the meaning specified in Section 1.08.

“Lenders” means the Lenders and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Liability Management Transaction” means any of the following:

(i) any refinancing, retirement, exchange, extension, amendment, repurchase, replacement, or defeasance of any existing Indebtedness of Holdings, the Borrower or any Guarantor with any other Indebtedness, equity or quasi-equity (or the proceeds of any other Indebtedness, equity or quasi-equity)

that is/are more contractually, structurally or temporally senior (or is/are more senior (a) in respect of Lien priority with respect to any Collateral, or (b) by means of additional or separate collateral or additional or separate guarantors, obligors or other credit support or through a “double dip” or “pari plus,” or similar structure) to any of the existing Indebtedness (including, for the avoidance of doubt, through any incurrence of Indebtedness, equity or quasi-equity by a Person that is not a Loan Party, whether or not such Person owns any assets or property), in each case, than it was prior to such transaction;

(ii) any transaction or series of related transactions involving any Investment, Restricted Payment, Restricted Debt Payment, Restricted Junior Debt, conveyance, sale, lease or other disposition or transfer of assets to an Affiliate or direct or indirect joint venture of Holdings that is not a Loan Party to (i) guarantee any existing debt or equity financing, or (ii) facilitate a new debt or equity financing (including any preferred equity financing) that has recourse (directly or indirectly, including through a secured receivable but excluding intercompany claims arising in the ordinary course of business and not incurred in contemplation of or in connection with such capital raise) to Holdings, the Borrower or any Guarantor or any of their assets (including, for the avoidance of doubt, such disposed or transferred assets); or

(iii) any transaction or series of related transactions involving the conveyance, sale, lease or other disposition or transfer of all or substantially all of the assets of Holdings, the Borrower and the Subsidiaries, taken as a whole, for the primary purpose of effecting a prepayment of any Indebtedness (x) that is junior in lien priority to the Liens securing the Secured Obligations or unsecured or junior in payment priority to Loan Document Obligations, in each case, without repaying the Loan Document Obligations in full in cash; (y) that is pari passu in lien or payment priority to the Loan Document Obligations on a greater than ratable basis, or (z) is not recourse, or has limited recourse, to the Loan Parties.

“Licensed Personnel” means any individual involved in the marketing or sale of health insurance plans or supplements whose duties or funding require a Permit employed or retained by Holdings, Borrower, or any Subsidiary.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, financing or capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall a Non-Financing Lease Obligation be deemed to be a Lien.

“Limited Condition Transaction” means any Acquisition Transaction or similar Investment permitted hereunder by the Borrower or one or more of its respective Subsidiaries of any assets, business or Person permitted to be acquired hereunder, in each case whose consummation is not conditioned on the availability of, or on obtaining, third-party financing.

“Liquidity” means, as of any date of determination, the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Subsidiary and held in deposit accounts or securities accounts that are subject to Account Control Agreements granting the Collateral Agent a first priority perfected lien.

“Loan Document Obligations” means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided in this Agreement (including interest

accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) [reserved], and (iii) all other monetary obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents, including obligations to pay premiums (including the MOIC Premium), fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) [reserved] and (c) the due and punctual payment and performance of all the obligations of the Borrower and each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including interest and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Loan Documents” means this Agreement, the Fee Letter, the Guarantee Agreement, the Collateral Agreement, any Intercreditor Agreement, the other Security Documents and, except for purposes of Section 9.02, any promissory notes delivered pursuant to Section 2.09(e).

“Loan Parties” means Holdings, the Borrower and the Subsidiary Loan Parties.

“Loans” means the loans made (or deemed to be made pursuant to the Cashless Roll Transactions) by the Lenders to the Borrower pursuant to this Agreement.

“Losses” has the meaning assigned to such term in Section 9.03(b).

“Majority in Interest” when used in reference to Lenders of any Class, means, at any time, Lenders holding outstanding Term Loans or unused Commitments of such Class representing more than 50.0% of all Term Loans and unused Commitments of such Class outstanding at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Term Loans and unused Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of the Majority in Interest.

“Management Investors” means (i) the current and former directors, officers, partners, members and employees of any Parent Entity, Holdings, the Borrower and/or any of their respective subsidiaries who (directly or indirectly through one or more Equityholding Vehicles or investment vehicles) are (or have become) direct or indirect investors in the Equity Interests of Holdings, any other Parent Entity or in the Borrower in connection with the Transactions and (ii) any other directors, officers, partners, members and employees of any Parent Entity, Holdings, the Borrower and/or any of their respective subsidiaries who (directly or indirectly through one or more Equityholding Vehicles or investment vehicles) become direct or indirect investors in the Equity Interests of Holdings, any other Parent Entity or the Borrower after the Effective Date; provided that the aggregate amount of Equity Interests that may be included as Management Investors pursuant to this clause (ii) shall in no event exceed 10% of all of the direct or indirect Equity Interests of Holdings, any other Parent Entity or the Borrower.

“Master Agreement” has the meaning assigned to such term in the definition of “Swap Agreement.”

“Material Adverse Effect” means (i) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development,

circumstance or occurrence, has had or would reasonably be expected to have a material and adverse effect on the financial condition, business, assets, liabilities or results of operations of the Loan Parties, taken as a whole, or of Borrower and its Subsidiaries, taken as a whole or (ii) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development, circumstance or occurrence, has had or would reasonably be expected to have a material and adverse effect on (A) the ability of the Loan Parties, taken as a whole, to perform their obligations under this Agreement or any other Loan Document or (B) the ability of any Agent and/or the Term Lenders to enforce their rights and remedies under this Agreement or any other Loan Document, in each case, other than the events customarily resulting from the pendency of the Chapter 11 Cases.

“Material Indebtedness” means (without duplication) indebtedness for borrowed money (other than the Loan Document Obligations), Financing Lease Obligations, unreimbursed obligations for letter of credit drawings and financial guarantees (other than ordinary course of business contingent reimbursement obligations) or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and the Subsidiaries in an aggregate principal amount exceeding \$5,000,000. For purposes of determining Material Indebtedness, the “principal amount” of the obligations in respect of any Swap Agreement at any time shall be the Swap Termination Value thereof as of such date.

“Material Real Property” means each parcel of real property and the improvements thereon located in the United States and owned in fee by a Loan Party with an individual Fair Market Value of greater than \$2,500,000 as determined on the Effective Date for existing real property and on the date of acquisition for any after-acquired real property (or the date of substantial completion of any material improvements thereon or new construction thereof).

“Material Subsidiary” means (a) each Subsidiary that, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or (c), had revenues or total assets (determined on a consolidated basis for such Subsidiary and its Subsidiaries) for such quarter in excess of 5.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Subsidiaries for such quarter or that is designated by the Borrower as a Material Subsidiary and (b) any Subsidiary that is part of a group comprising Subsidiaries that each would not have been a Material Subsidiary under clause (a) but that, taken together, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or (c), had revenues or total assets (determined on a consolidated basis for all such Subsidiaries and their respective Subsidiaries) for such quarter in excess of 10.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Subsidiaries for such quarter.

“Minimum Purchase Condition” shall have the meaning provided in Section 2.20(b).

“MOIC” means, as of the date of calculation, the quotient (expressed as a decimal) obtained by dividing (i) the sum of all interest and principal payments, in each case, received in cash by the New Money Term Lenders in respect of the New Money Term Loans being repaid or prepaid, as the numerator, and (ii) the aggregate principal amount of New Money Term Loans outstanding immediately prior to such calculation (calculated excluding any capitalized amounts) (or, in the case of a MOIC Trigger Event described in clause (i) of the definition thereof, the aggregate principal amount of New Money Term Loans being repaid or prepaid), as the denominator.

“MOIC Premium” means, as of any date of calculation, an additional amount (if any) required to result in a MOIC as of the date of calculation of 2.00x. In no event will the MOIC Premium be less than \$0.

“MOIC Trigger Event” means (i) any partial prepayment of the New Money Term Loans (and only in respect of the aggregate amount of the New Money Term Loans so prepaid at such time), (ii) any repayment or prepayment in full of the New Money Term Loans, (iii) the maturity of the New Money Term Loans and/or (iv) the acceleration of the New Money Term Loans, any foreclosure (whether by power of judicial proceeding or otherwise), deed in lieu of foreclosure, sale or other disposition of or realization upon any Collateral securing the New Money Term Loans or any other satisfaction, release, restructuring, reorganization, defeasance or compromise of any Secured Obligations in any insolvency or other similar proceeding (under the Bankruptcy Code or otherwise).

“Monthly Cash Sweep Prepayment Event” means, commencing with the first full calendar month following the Effective Date, on the last Business Day of each calendar month (each such date, a “Monthly Sweep Date”), the existence of an amount (if positive) by which (i) the aggregate amount of available cash of Holdings and its Subsidiaries as of such Monthly Sweep Date exceeds (ii) the sum of (x) \$10,000,000 plus (y) the aggregate amount of the Borrower’s and its Subsidiaries’ reasonably anticipated operating expenses, debt service and other cash requirements of the Borrower and its Subsidiaries for the immediately succeeding calendar month (each such excess amount, an “Excess Cash Prepayment Amount”).

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgage” means a mortgage, deed of trust, security deed, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Secured Obligations; provided, however, that in the event any Mortgaged Property is located in a jurisdiction which imposes mortgage recording tax or similar fees, the applicable Mortgage shall not secure an amount in excess of 100% of the Fair Market Value of such Mortgaged Property. Each Mortgage shall be in a form reasonably acceptable to the Administrative Agent.

“Mortgaged Property” means each parcel of real property and the improvements thereon owned in fee by a Loan Party with respect to which a Mortgage in respect of any Material Real Property is granted pursuant to Section 5.11, Section 5.12 and Section 5.14 (if any).

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA to which a Loan Party or any ERISA Affiliate makes or is obligated to make, or within the previous five years made or was obligated to make, contributions or with respect to which any Loan Party or ERISA Affiliate could have liability under Section 4212(c) of ERISA.

“Net Proceeds” means, with respect to any event, (a) the proceeds received in respect of such event in cash or Cash Equivalents, including (i) any cash or Cash Equivalents received in respect of any non-cash proceeds, including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment or earn-out (but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds that are actually received and (iii) in the case of a condemnation, eminent domain or similar event, condemnation or eminent domain awards and similar payments that are actually received, minus (b) the sum of (i) all fees and out-of-pocket expenses paid by the Borrower and the Subsidiaries in connection

with such event (including attorney's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, issuance costs, underwriting discounts and commissions, other customary costs and expenses and brokerage, consultant, accountant and other customary fees), (ii) in the case of a Disposition of an asset (including pursuant to a Casualty Event or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by the Borrower and the Subsidiaries as a result of such event to repay Indebtedness permitted to be incurred hereunder (other than (x) the Loans or (y) other Indebtedness that is secured by Liens on the Collateral that rank on an equal priority basis (but without regard to control of remedies) or on a junior basis, in either case, to the Liens on the Collateral securing the Secured Obligations) and secured by such asset or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of net cash proceeds thereof (calculated without regard to this clause (y)) attributable to minority interests and not available for distribution to or for the account of the Borrower and the Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or the Subsidiaries, (iii) in the case of the incurrence of any Indebtedness the proceeds of which are required to be used to prepay any Class of Loans and/or reduce any Class of Commitments under this Agreement, accrued interest and premium, if any, on such Loans and any other amounts (other than principal) required to be paid in respect of such Loans and/or Commitments in connection with any such prepayment and/or reduction and (iv) the amount of all Taxes paid (or reasonably estimated to be payable) by the Borrower or any Subsidiary, including any Taxes payable by, or any Tax distribution to, Holdings or any Parent Entity and the amount of any reserves established by the Borrower and the Subsidiaries to fund contingent liabilities reasonably estimated to be payable that are directly attributable to such event; provided that any reduction at any time in the amount of any such reserves (other than as a result of payments made in respect thereof) shall be deemed to constitute the receipt by the Borrower at such time of Net Proceeds in the amount of such reduction.

“New Money Term Lenders” means each Lender with a New Money Term Loan Commitment or an outstanding New Money Term Loan.

“New Money Term Loan Commitment” means with respect to each Term Lender that is a New Money Term Lender on the Effective Date, the commitment of such Lender to make a New Money Term Loan hereunder on the Effective Date in the amount set forth on Schedule 2.01(a) under the caption “New Money Term Loan Commitment”. As of the Effective Date, the total New Money Term Loan Commitment is \$20,000,000.

“New Money Term Loans” means the term loans made on the Effective Date in accordance with Section 2.01(a).

“Non-Conforming Plan of Reorganization” shall mean with respect to any holder of Second-Out Obligations, any Plan of Reorganization that does not provide for payments pursuant to such Plan of Reorganization in respect of the First-Out Obligations to be made in full in cash with the priority specified in Section 9.17 on the effective date of such Plan of Reorganization, and, with respect to any holder of Third-Out Obligations, any Plan of Reorganization that does not provide for payments pursuant to such Plan of Reorganization in respect of the First-Out Obligations and the Second-Out Obligations to be made in full in cash with the priority specified in Section 9.17.

“Non-Consenting Lender” has the meaning assigned to such term in Section 9.02(c).

“Non-Financing Lease Obligations” means a lease obligation that is not required to be accounted for as a financing or capital lease on both the balance sheet and the income statement for financial reporting purposes in accordance with GAAP.

“Notice of Prepayment” shall have the meaning assigned to such term in Section 2.11(h).

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

“Open Market Purchase” shall have the meaning provided in Section 2.21(a).

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

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

“Other Taxes” means any and all present or future recording, stamp, documentary, transfer, sales, property or similar Taxes arising from any payment made under any Loan 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 Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment, other than an assignment pursuant to Section 2.19.

“Parent” means New GoHealth, LLC, a Delaware limited liability company.

“Parent Entity” means Holdings and any Person that is a direct or indirect parent of Holdings (including Parent) and of which Holdings is a direct or indirect subsidiary.

“Participant” has the meaning assigned to such term in Section 9.04(c)(i).

“Participant Register” has the meaning assigned to such term in Section 9.04(c)(iii).

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Perfection Requirements” means the filing of appropriate financing statements with the office of the Secretary of State or other appropriate office of the state of organization of each Loan Party, the filing of appropriate assignments or notices with the U.S. Patent and Trademark Office and the U.S. Copyright

Office, the execution of the Account Control Agreements by the parties thereto, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Mortgaged Property, in each case in favor of the Collateral Agent for the benefit of the Secured Parties and the delivery to the Collateral Agent of any stock certificate or promissory note required to be delivered pursuant to the applicable Loan Documents, together with instruments of transfer executed in blank.

“Periodic Term SOFR Determination Day” has the meaning assigned to such term in the definition of “Term SOFR”.

“Permits” means, with respect to any Person, any permit, approval, consent, authorization, license, provisional license, registration, accreditation, certificate, certification, certificate of need, qualification, operating authority, concession, grant, franchise, variance or permission from, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including without limitation all Health Care Permits.

“Permitted Encumbrances” means:

(a) Liens for taxes, assessments or other governmental charges that are not delinquent for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP, in each case, the nonpayment of which could not reasonably be expected to result in a Material Adverse Effect;

(b) Liens imposed by statutory or common law, such as landlords’ carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or construction contractors’ Liens and other similar Liens, arising in the ordinary course of business that secure amounts not overdue for a period of more than 30 days or, if more than 30 days overdue, are unfiled and no other action has been taken to enforce such Liens or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP, in each case so long as such Liens could not reasonably be expected to individually or in the aggregate have a Material Adverse Effect;

(c) (i) Liens incurred, pledges or deposits made in the ordinary course of business in connection with workers’ compensation, payroll taxes, unemployment insurance and other social security legislation, (ii) pledges or deposits made in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary or otherwise supporting the payment of items of the type set forth in the foregoing clause (i) or (iii) deposit arrangements in the ordinary course of business under which software or source code is placed in escrow with customers or a third party agent for the benefit of customers on a non-exclusive basis;

(d) Liens incurred or deposits made to secure the performance of tenders, bids, trade contracts (other than for the payment of Indebtedness), governmental contracts and leases (other than Financing Lease Obligations), statutory obligations, surety, stay, customs and appeal bonds, performance bonds, bankers acceptance facilities and other obligations of a like nature (including those to secure health, safety and environmental obligations) and obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, in each case incurred in the ordinary course of business or consistent with past practices;

(e) easements, rights-of-way, restrictions, covenants, conditions, encroachments, protrusions, zoning restrictions and other similar encumbrances, matters that are or would be reflected on a survey of any real property, irregularities of title, title defects affecting real property that, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Borrower and the Subsidiaries, taken

as a whole, and any exception on the title policies issued to the Collateral Agent in connection with the Mortgaged Property;

(f) (i) Liens securing, or otherwise arising from, judgments, awards attachments and/or decrees and notices of *lis pendens* and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 7.01(j), and (ii) any pledge and/or deposit securing any settlement of litigation;

(g) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Borrower or any of the Subsidiaries or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments; provided that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit, bank guarantee or other similar instrument to the extent such obligations are permitted by Section 6.01;

(h) rights of setoff, banker's lien, netting agreements and other Liens arising by operation of law or by of the terms of documents of banks or other financial institutions in relation to the maintenance of administration of deposit accounts, securities accounts or cash management arrangements or in connection with the issuance of letters of credit, bank guarantees or other similar instruments;

(i) Liens arising from precautionary Uniform Commercial Code financing statements or any similar filings made in respect of operating leases or consignment or bailee arrangements entered into by the Borrower or any of the Subsidiaries;

(j) Liens given to a public utility or any municipality or Governmental Authority when required by such utility or other authority in connection with the ordinary conduct of the business of Holdings, the Borrower or any Subsidiary; provided that such Liens do not and could not reasonably be expected to have a Material Adverse Effect;

(k) reservations, limitations, provisos and conditions expressed in any original grant from any Governmental Authority or other grant of real or immovable property or interests therein; and

(l) rights of recapture of unused real property (other than any Mortgaged Property) in favor of the seller of such property set forth in customary purchase agreements and related arrangements with any Governmental Authority.

"Permitted Holder" means each of (a) the Investors and (b) the Management Investors.

"Permitted Refinancing" means, with respect to any Indebtedness (the "Refinanced Indebtedness"), the incurrence of any Indebtedness in exchange for or as a replacement of (including by entering into alternative financing arrangements in respect of such exchange or replacement (in whole or in part), by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, or, after the original instrument giving rise to such Indebtedness has been terminated, by entering into any credit agreement, loan agreement, note purchase agreement, indenture or other agreement), or the net proceeds of which are to be used solely for the purpose of refinancing, replacing, redeeming, repurchasing, defeasing, repaying, prepaying, retiring or extinguishing such Indebtedness (collectively, to "Refinance" or a "Refinancing" or "Refinanced"); provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Refinanced Indebtedness except (i) by an amount equal to unpaid accrued interest, dividend and premium (including tender premiums, but excluding any multiple on invested capital premium or similar premium) thereon plus defeasance costs, underwriting discounts, other amounts paid, and fees, commissions and expenses (including upfront fees or similar fees, original issue discount or initial yield payments) incurred, in connection with such Refinancing, and (ii) by an amount equal to any existing revolving commitments unutilized thereunder to the extent that the portion of any existing and unutilized revolving

commitment being refinanced was permitted to be drawn under Section 6.01 immediately prior to such refinancing (other than by reference to a Permitted Refinancing) and such drawing shall be deemed to utilize the applicable basket(s) thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 6.01(a)(v) and (a)(xiv) (other than in respect of Indebtedness for borrowed money), Indebtedness resulting from such Refinancing that has a final maturity date equal to or later than the earlier of the final maturity date of the Refinanced Indebtedness and the Latest Maturity Date, and shall have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Refinanced Indebtedness, (c) if the Refinanced Indebtedness is subordinated in right of payment to the Loan Document Obligations, Indebtedness resulting from such Refinancing is subordinated in right of payment to the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Indebtedness, (d) no Person that was not an obligor with respect to the Refinanced Indebtedness shall be an obligor under, or otherwise be subject to recourse with respect to, the Permitted Refinancing and if the Refinanced Indebtedness was (or was required to be) subject to an Intercreditor Agreement, the holders of such Permitted Refinancing (if such Indebtedness is secured) or their authorized representative on their behalf, shall become party to such or a similar Intercreditor Agreement providing for the same (or lesser) lien priority, and (e) (i) to the extent the Refinanced Indebtedness was secured by a Lien, no Lien on any assets securing the Indebtedness resulting from such Refinancing shall be more senior in priority relative to the Lien that secured the Refinanced Indebtedness and the Indebtedness resulting from such Refinancing shall not be secured by a Lien on any assets that did not secure the Refinanced Indebtedness and (ii) to the extent the Refinanced Indebtedness is unsecured, the Indebtedness resulting from such Refinancing shall be unsecured except to the extent otherwise permitted pursuant to Section 6.02. For the avoidance of doubt, it is understood and agreed that a Permitted Refinancing includes successive Permitted Refinancings of the same Indebtedness. Notwithstanding anything to the contrary herein, a Refinancing of any Loans hereunder shall not constitute a Permitted Refinancing.

“Person” means any natural person, corporation, limited liability company, trust, Joint Venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the recitals.

“Plan” means any “employee pension benefit plan” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) which is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which a Loan Party or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” shall have the meaning provided in Section 9.17(b).

“Platform” has the meaning assigned to such term in Section 5.01.

“Prepayment Event” means:

(a) any sale, transfer or other Disposition of any property or asset of the Borrower or any Subsidiary (other than any sale, transfer or other Disposition of any property or asset permitted by Section 6.05(b), Section 6.05(c)(i), Section 6.05(f), Section 6.05(s), Section 6.05(t), Section 6.05(u) and Section 6.05(v)) or the occurrence of any other Casualty Event (or series of related Dispositions or Casualty Events) resulting in Net Proceeds exceeding (x) \$1,000,000, individually or (y) \$2,500,000, in the

aggregate in any fiscal year (each of the foregoing, a “Disposition/Casualty Prepayment Event”); provided that, for the avoidance of doubt, only Net Proceeds in excess of such amounts shall be subject to the mandatory prepayment provisions set forth in Section 2.11(c) and no Prepayment Event shall be deemed to have occurred in any fiscal year until the Net Proceeds received during such fiscal year exceed \$2,500,000;

- (b) the incurrence by the Borrower or any Subsidiary of any Indebtedness not permitted by Section 6.01;
- (c) [reserved]; or
- (d) the receipt by the Borrower or any Subsidiary of any Extraordinary Receipt.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent).

“Proceeding” has the meaning assigned to such term in Section 9.03(b).

“Proposed Change” has the meaning assigned to such term in Section 9.02(c).

“PSP Entity” means PSP Investments Credit USA LLC, its Affiliates and Approved Funds and their respective affiliated or managed funds or accounts.

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

“Public Lender” has the meaning assigned to such term in Section 5.01.

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

“QFC Credit Support” has the meaning assigned to such term in Section 9.23.

“Qualified Equity Interests” means Equity Interests other than Disqualified Equity Interests.

“Recovery” shall have the meaning provided in Section 9.17(m).

“Redwood Entity” means Redwood Capital Management, LLC, its Affiliates and Approved Funds and their respective affiliated or managed funds or accounts.

“Refinance” or a “Refinancing” or “Refinanced” has the meaning assigned to such term in the definition of “Permitted Refinancing”.

“Refinanced Indebtedness” has the meaning assigned to such term in the definition of “Permitted Refinancing”.

“Register” has the meaning assigned to such term in Section 9.04(b)(iv).

“Regulation S-X” means Regulation S-X under the Securities Act.

“Rejection Notice” has the meaning assigned to such term in Section 2.11(e)(ii).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the officers, directors, employees, agents and advisors and other representatives of such Person and of each of such Person’s Affiliates and successors and permitted assigns.

“Release” means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata and including the environment within any building or other structure).

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

“Removal Effective Date” has the meaning assigned to such term in Article VIII.

“Reorganization Securities” shall mean any notes, equity interests, or other securities (whether debt, equity, or otherwise) issued and distributed pursuant to the terms of a Plan of Reorganization on account of or in connection with any Loan Document Obligations in a Bankruptcy Proceeding of any Loan Party, including, for the avoidance of doubt, debt or equity securities issues and/or cash distributed pursuant to a rights offering as part of a Bankruptcy Proceeding.

“Representative” has the meaning assigned to such term in Section 9.12.

“Required Lenders” means, at any time, Lenders having or holding more than 50.0% of the aggregate outstanding Term Loans and unused Commitments at such time, which must include at least two of a Blue Torch Entity, PSP Entity and/or Redwood Entity, at any time that each of a Blue Torch Entity, PSP Entity or Redwood Entity, as applicable, holds at least 20% of the aggregate amount of Term Loans held by such institution on the Effective Date (the “Minimum Hold Requirement”); provided, that, if only one such institution satisfies the Minimum Hold Requirement at such time, then “Required Lenders” must include such institution; provided further, that whenever there are one or more Defaulting Lenders, the total outstanding Term Loans and unused Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders. For purposes of Section 9.17, “Required Lenders” shall mean: (i) the Lenders holding a majority of the New Money Term Loans (and, except as expressly provided in Section 9.17, each Lender holding New Money Term Loans will be deemed to consent to, and shall not oppose, object to or contest, any determination or direction made by the Lenders holding a majority of the New Money Term Loans in their capacity as the “Required Lenders”), (ii) upon the repayment in full in cash of and discharge of the First-Out Obligations, the lenders holding a majority of the Senior Takeback Term Loans (and, except as expressly provided in Section 9.17, each Lender holding Senior Takeback Term Loans will be deemed to consent to, and shall not oppose, object to or contest, any determination or direction made by the Lenders holding a majority of the Senior Takeback Term Loans in their capacity as the “Required Lenders”) and (iii) upon the repayment in full in cash of and discharge of the Second-Out Obligations, the lenders holding a majority of the Junior Takeback Term Loans (and, except as expressly provided in Section 9.17, each Lender

holding Junior Takeback Term Loans will be deemed to consent to, and shall not oppose, object to or contest, any determination or direction made by the Lenders holding a majority of the Junior Takeback Term Loans in their capacity as the “Required Lenders”).

“Required Tranche B Lenders” means, at any time, Term Lenders holding at least (x) 50.1% of the outstanding Tranche B Senior Takeback Term Loans and (y) 50.1% of the outstanding Tranche B Junior Takeback Term Loans; provided that when there are one or more Defaulting Lenders, the total outstanding Tranche B Senior Takeback Term Loans and/or Tranche B Junior Takeback Term Loans, as applicable, of each Defaulting Lender shall be excluded for purposes of making a determination of Required Tranche B Lenders. Notwithstanding anything to the contrary in this agreement, no Term Lender that is an Affiliate of Holdings, the Borrower, or the Subsidiaries shall be included in Required Tranche B Lenders, and the percentages of this definition shall be calculated excluding all holdings of such Affiliates from the numerator and denominator.

“Requirements of Law” means, with respect to any Person, any statutes, laws, treaties, rules, regulations, orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Resignation Effective Date” has the meaning assigned to such term in Article VIII.

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

“Responsible Officer” means the Chairman of the Board, the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Vice President, the Assistant Treasurer, with respect to certain limited liability companies or partnerships that do not have officers, any manager, managing member, managing director or general partner thereof, any other senior officer of Holdings, the Borrower or any other Loan Party designated as such in writing to the Administrative Agent by Holdings, the Borrower or any other Loan Party, as applicable, and, with respect to any document (other than the solvency certificate) delivered on the Effective Date, the Secretary or the Assistant Secretary of any Loan Party. Any document delivered hereunder that is signed by a Responsible Officer shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of Holdings, the Borrower or any other Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Person.

“Restricted Debt Payment” has the meaning assigned to such term in Section 6.08(b).

“Restricted Junior Debt” has the meaning assigned to such term in Section 6.08(b).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower (or any Parent Entity) or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower (or any Parent Entity) or any Subsidiary, any option, warrant or other right to acquire any such Equity Interests, or any funds set aside or otherwise reserved, directly or indirectly, for any of the foregoing purposes.

“RPA” means RPA Advisors, LLC, as financial advisor to the Tranche B Senior Takeback Lenders and Tranche B Junior Takeback Lenders.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor to its rating agency business.

“Sanctioned Country” has the meaning assigned to such term in Section 3.17(b).

“Sanctions” means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

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

“Second-Out Obligations” means the Loan Document Obligations with respect to, or arising from, the Senior Takeback Term Loans.

“Secured Cash Management Obligations” means, at the written election of Holdings to the Administrative Agent, the due and punctual payment and performance of all obligations of Holdings, the Borrower and the Subsidiaries in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management services, corporate credit and purchasing cards and related programs or any automated clearing house transfers of funds (collectively, “Cash Management Services”) provided to Holdings, the Borrower or any Subsidiary (whether absolute or contingent and howsoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions thereof)) that are (a) owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date, (b) owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred, or (c) owed to a Person that shall have become a Lender or an Affiliate of a Lender after such obligations are incurred, it being agreed that, for the avoidance of doubt, the assignment provisions of Section 9.04 and the Defaulting Lender provisions contained herein shall not apply to a Person described in clauses (a) through (c) above in its capacity a holder of Secured Cash Management Obligations or affect its status or rights as a Secured Party in respect of any Secured Cash Management Obligations.

“Secured Obligations” means (a) the Loan Document Obligations, (b) the Secured Cash Management Obligations, and (c) the Secured Swap Obligations (excluding with respect to any Guarantor, Excluded Swap Obligations of such Guarantor).

“Secured Parties” means (a) each Lender, (b) the Administrative Agent and the Collateral Agent, (c) each Person to whom any Secured Cash Management Obligations are owed, (d) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (f) the successors and permitted assigns of each of the foregoing.

“Secured Swap Obligations” means, at the written election of Holdings to the Administrative Agent, the due and punctual payment and performance of all obligations of Holdings, the Borrower and the Subsidiaries under each Swap Agreement that is (a) in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date, (b) entered into after the

Effective Date with a counterparty that is a Lender or an Affiliate of a Lender or (c) entered into after the Effective Date with a counterparty that becomes a Lender or an Affiliate of the Lender, it being agreed that, for the avoidance of doubt, the assignment provisions of Section 9.04 and the Defaulting Lender provisions contained herein shall not apply to a Person described in clauses (a) through (c) above in its capacity as a counterparty in respect of a Swap Agreement or affect its status or rights as a Secured Party in respect of any Secured Swap Obligations.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Documents” means the Collateral Agreement, Mortgages and each other security agreement or pledge agreement, including any Account Control Agreement or any Intellectual Property security agreement executed and delivered in connection with this Agreement (whether prior to, on or after the Effective Date), including pursuant to the Collateral and Guarantee Requirement, Section 5.11, Section 5.12 or Section 5.14, to secure any of the Secured Obligations.

“Senior Takeback Term Lenders” means each Lender with an outstanding Senior Takeback Term Loan.

“Senior Takeback Term Loans” means the term loans deemed to be made on the Effective Date in accordance with Section 2.01(b). As of the Effective Date, the aggregate total outstanding Senior Takeback Term Loan amount is \$173,923,593.

“Settlement” means the transfer of cash or other property with respect to any credit or debit card charge, check or other instrument, electronic funds transfer, or other type of paper-based or electronic payment, transfer, or charge transaction for which a Person acts as a processor, remitter, funds recipient or funds transmitter in the ordinary course of its business.

“Settlement Asset” means any cash, receivable or other property, including a Settlement Receivable, due or conveyed to a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person or an Affiliate of such Person.

“Settlement Indebtedness” means any payment or reimbursement obligation in respect of a Settlement Payment.

“Settlement Lien” means any Lien relating to any Settlement or Settlement Indebtedness (and may include, for the avoidance of doubt, the grant of a Lien in or other assignment of a Settlement Asset in consideration of a Settlement Payment, Liens securing intraday and overnight overdraft and automated clearing house exposure, and similar Liens).

“Settlement Payment” means the transfer, or contractual undertaking (including by automated clearing house transaction) to effect a transfer, of cash or other property to effect a Settlement.

“Settlement Receivable” means any general intangible, payment intangible, or instrument representing or reflecting an obligation to make payments to or for the benefit of a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person.

“Significant Subsidiary” means any “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Effective Date. For the purposes of this Agreement, GoHealth, LLC shall constitute a Significant Subsidiary.

“Similar Business” means (1) any business conducted by the Borrower or any Subsidiary on the Effective Date or (2) any business or other activities that are reasonably similar, ancillary, incidental, complementary or related to (including non-core incidental businesses acquired in connection with any Investment permitted hereunder), or a reasonable extension, development or expansion of, the businesses that the Borrower and its Subsidiaries conduct or propose to conduct on the Effective Date.

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

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

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

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

“Solvent” and “Solvency” means with respect to any Person on any date of determination, that on such date (i) the Fair Value and the Present Fair Saleable Value of the assets of a Person exceeds such Person’s Stated Liabilities and Identified Contingent Liability; (ii) such person does not have Unreasonably Small Capital; and (iii) such Person can pay its Stated Liabilities and Identified Contingent Liability as they mature. For purposes of the foregoing, (a) “Fair Value” means the amount at which the assets (both tangible and intangible), in their entirety, of a Person would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act, (b) “Present Fair Saleable Value” means the amount that could be obtained by an independent willing seller from an independent willing buyer if the assets (both tangible and intangible) of the Borrower and its Subsidiaries taken as a whole are sold on a going concern basis with reasonable promptness in an arm’s-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated (provided that for purposes of determining Solvency on the Effective Date, this clause (b) shall be calculated after giving effect to the consummation of the Transactions (including the execution and delivery of this Agreement, the making of the Loans and the use of proceeds of such Loans on the Effective Date)), (c) “Stated Liabilities” means the recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP, consistently applied) of such Person, (d) “Identified Contingent Liabilities” means the maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities of such person; provided that for purposes of determining Solvency on the Effective Date, this clause (d) shall be calculated after giving effect to the consummation of the Transactions (including the execution and delivery of this Agreement, the making of the Loans and the use of proceeds of such Loans on the Effective Date (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities pursuant to the proviso in clause (c) above)) as identified and explained in terms of their nature and estimated magnitude and (e) “Can pay their Stated Liabilities and Identified Contingent Liabilities as they mature” means such Person will have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) otherwise become payable; provided that for purposes of determining Solvency on the Effective Date, this clause (e) shall be calculated after giving effect to the consummation of the Transactions (including the execution and delivery of this Agreement, the making of the Loans and the use of proceeds of such Loans on the

Effective Date) and (f) “Do not have Unreasonably Small Capital” means such Person will have sufficient capital to ensure that it is a going concern.

“Specified Transaction” means, with respect to any period, any Investment, Disposition, incurrence or repayment of Indebtedness, operating improvements or other event that by the terms of the Loan Documents requires “pro forma compliance” with a test or covenant hereunder or requires such test or covenant to be calculated on a “pro forma basis” or after giving “pro forma effect” to such event.

“SPV” has the meaning assigned to such term in Section 9.04(f).

“Subordinated Indebtedness” means any debt for borrowed money that is contractually subordinated in right of payment to any portion of the Loan Document Obligations.

“subsidiary” of any Person means and includes (a) any corporation more than 50.0% of whose stock of any class or classes having by the terms thereof ordinary voting power to vote in the election of the directors, managers or trustees 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 and (b) any corporation, limited liability company, partnership, association, Joint Venture or other entity (i) in which such Person directly or indirectly has more than a 50.0% equity interest (voting or economic) at the time or (ii) the management of which is otherwise Controlled, directly or indirectly, by such Person.

“Subsidiary” means any subsidiary of Holdings unless the context otherwise requires; provided, that, no Person shall cease to be a “Subsidiary” in connection with any Liability Management Transaction; provided, further, that “Subsidiary” shall include any Person whose ownership structure was designed to circumvent the definition of “subsidiary” in connection with a debt or equity financing.

“Subsidiary Loan Party” means (a) each Subsidiary (other than the Borrower) that is a party to the Guarantee Agreement and (b) any other Subsidiary of the Borrower that has delivered a supplement to the Guarantee Agreement and otherwise complied with the requirements of Section 5.11.

“Successor Borrower” has the meaning assigned to such term in Section 6.03(d).

“Successor Holdings” has the meaning assigned to such term in Section 6.06(o).

“Supported QFC” has the meaning assigned to such term in Section 9.23.

“Swap” means any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1(a)47 of the Commodity Exchange Act.

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

Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swap Obligation” means, with respect to any Person, any obligation to pay or perform under any Swap.

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

“Takeback Facility Commitment Letter” means that certain Commitment Letter dated as of June 7, 2026, by and among the Borrower, the Administrative Agent and certain Term Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time).

“Tax Benefit Payment” has the meaning assigned to such term in the TRA.

“Tax Distributions” has the meaning assigned to such term in Section 6.08(a)(vii)(A).

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

“Third-Out Obligations” means the Loan Document Obligations with respect to, or arising from, the Junior Takeback Term Loans.

“Term Facility” means the term loan facilities represented by the Term Loans.

“Term Lenders” means the New Money Term Lenders, the Senior Takeback Term Lenders and the Junior Takeback Term Lenders, as applicable.

“Term Loans” means the New Money Term Loans, the Senior Takeback Term Loans and the Junior Takeback Term Loans, as applicable.

“Term Loan Maturity Date” means (i) in the case of the New Money Term Loans, the Tranche A Senior Takeback Term Loans and the Tranche A Junior Takeback Term Loans, the Initial Term Loan Maturity Date and (ii) in the case of the Tranche B Senior Takeback Term Loans and the Tranche B Junior Takeback Term Loans, the Tranche B Term Loan Maturity Date.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that

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

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

“Term SOFR Adjustment” means a rate per annum equal to 0.00%.

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

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

“Termination Date” means the date on which (a) all Commitments shall have been terminated and (b) all Loan Document Obligations (other than in respect of contingent indemnification and expense reimbursement claims not then due) shall have been paid in full in cash.

“Test Period” means, at any date of determination, the most recently completed trailing twelve (12) month period of the Borrower ending on or prior to such date for which financial statements have been (or were required to have been) delivered to the Administrative Agent pursuant to Section 5.01(a) or Section 5.01(c); provided that prior to the first date financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or 5.01(c), the Test Period in effect shall be the trailing twelve month period of the Borrower ended June 30, 2026.

“TRA” means that certain tax receivable agreement, dated July 15, 2020 (as amended on the Effective Date), by and among GoHealth, Inc., GoHealth Holdings, LLC, CB Blizzard Co-Invest Holdings, L.P., CCP III AIV VII Holdings, L.P., and each of the members of GoHealth Holdings, LLC, from time to time party thereto.

“Tranche B Junior Takeback Lender” means each Lender with an outstanding Tranche B Junior Takeback Term Loan.

“Tranche B Senior Takeback Lender” means each Lender with an outstanding Tranche B Senior Takeback Term Loan.

“Tranche A Junior Takeback Term Loans” means any Junior Takeback Term Loans held by holders of Existing First Lien Loans that were “Term Lenders” under and as defined in the Existing First Lien Credit Agreement (as in effect prior to the Effective Date).

“Tranche A Senior Takeback Term Loans” means any Senior Takeback Term Loans held by holders of Existing Superpriority Loans that were “Term Lenders” under and as defined in the Superpriority Credit Agreement (as in effect prior to the Effective Date).

“Tranche B Junior Takeback Term Loans” means any Junior Takeback Term Loans held by holders of Existing First Lien Loans that were “Revolving Lenders” under and as defined in the First Lien Credit Agreement (as in effect prior to the Effective Date).

“Tranche B Senior Takeback Term Loans” means any Senior Takeback Term Loans held by holders of Existing Superpriority Loans that were “Rolled Term Lenders” under and as defined in the Superpriority Credit Agreement (as in effect prior to the Effective Date).

“Tranche B Term Loan Maturity Date” means, with respect to the Tranche B Senior Takeback Term Loans and Tranche B Junior Takeback Term Loans, the earliest to occur of (x) the Initial Term Loan Maturity Date, (y) the date on which the Administrative Agent and/or the Borrower receives written notice of the occurrence of any Event of Default as a result of a breach of any of the covenants contained in Section 6.14, which written notice may be from the Required Tranche B Lenders and (z) the Borrower providing the Administrative Agent with a written notice of Default in accordance with Section 5.02(a), as a result of a breach of any of the covenants in Section 6.14.

“Tranche B Term Loan Protective Period” means the earlier to occur of (x) the Initial Term Loan Maturity Date and (y) the occurrence of an Event of Default under Section 7.01(h) or Section 7.01(i).

“Transaction Costs” means any fees, expenses and other transaction costs incurred or paid by any Parent Entity, Holdings, the Borrower or any of their Subsidiaries or Affiliates in connection with (i) the Transactions and (ii) the negotiation, execution and delivery of this Agreement and the other Loan Documents.

“Transactions” means, collectively, (a) the funding of the New Money Term Loans on the Effective Date, the proceeds of which are applied in accordance with Section 5.10 hereof, and the consummation of the other transactions contemplated by this Agreement, (b) the Cashless Roll Transactions on the Effective Date, (c) the implementation of the Bankruptcy Plan and the consummation of any other transaction in connection with the foregoing, (d) [reserved], (e) [reserved] and (f) the payment of the fees and expenses incurred in connection with any of the foregoing (including the Transaction Costs).

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Adjusted Term SOFR or the Alternate Base Rate.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s security interest in any

item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a U.S. jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

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

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

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

“Unaudited Financial Statements” means the unaudited consolidated balance sheet of the Borrower and its consolidated subsidiaries as of June 30, 2026, and the related unaudited consolidated statement of operations and unaudited consolidated statement of comprehensive income, unaudited consolidated statements of changes in members’ equity and consolidated unaudited statements of cash flows (without the requirement to include footnote disclosure).

“Unsecured Material Indebtedness” means any unsecured debt for borrowed money in an aggregate principal amount exceeding \$5,000,000.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time.

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

“U.S. Special Resolution Regime” has the meaning assigned to such term in Section 9.23.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.17(e).

“Vehicles” means all railcars, cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

“Voting Stock” means, with respect to any Person, shares of such Person’s Equity Interests that is at the time generally entitled, without regard to contingencies, to vote in the election of the Board of Directors of such Person. To the extent that a partnership agreement, limited liability company agreement or other agreement governing a partnership or limited liability company provides that the members of the Board of Directors of such partnership or limited liability company (or, in the case of a limited partnership whose business and affairs are managed or controlled by its general partner, the Board of Directors of the general partner of such limited partnership) is appointed or designated by one or more

Persons rather than by a vote of Voting Stock, each of the Persons who are entitled to appoint or designate the members of such Board of Directors will be deemed to own a percentage of Voting Stock of such partnership or limited liability company equal to (a) the aggregate votes entitled to be cast on such Board of Directors by the members of such Board of Directors which such Person or Persons are entitled to appoint or designate divided by (b) the aggregate number of votes of all members of such Board of Directors.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment (it being understood that the Weighted Average Life to Maturity shall be determined without giving effect to any change in installment or other required payments of principal resulting from prepayments following the original incurrence of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness.

“wholly-owned subsidiary” means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors’ qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more wholly-owned subsidiaries of such Person or by such Person and one or more wholly-owned subsidiaries of such Person.

“Withdrawal Liability” means 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.

“Withholding Agent” means any Loan Party, the Administrative Agent and, in the case of any U.S. federal withholding tax, any other withholding agent, if applicable.

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

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a “New Money Term Loan”) or by Type (e.g., a “SOFR Loan”) or by Class and Type (e.g., a “SOFR New Money Term Loan”). Borrowings also may be classified and referred to by Class (e.g., a “New Money Term Loan Borrowing”) or by Type (e.g., a “SOFR Borrowing”) or by Class and Type (e.g., a “SOFR New Money Term Loan Borrowing”).

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,”

“includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” is not exclusive. Unless the context requires otherwise, (a) any definition of or reference to any agreement (including this Agreement and the other Loan Documents), instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.04 Accounting Terms; GAAP.

(a) 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 Audited Financial Statements, except assuming that ASC 606 has been adopted for the entirety of the period and as otherwise specifically prescribed herein.

(b) Where reference is made to “the Borrower and the Subsidiaries on a consolidated basis” or similar language, such consolidation shall not include any Subsidiaries of Holdings other than the Borrower and the Subsidiaries.

(c) In the event that the Borrower elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the “Accounting Changes”) in this Agreement, the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to reflect equitably the Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be substantially the same after such change as if such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with GAAP (as determined in good faith by a Responsible Officer of the Borrower) (it being agreed that the reconciliation between GAAP and IFRS used in such determination shall be made available to Lenders) as if such change had not occurred.

(d) If the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative 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 such provision shall be interpreted 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 (but only to the extent that, without undue burden and expense, the Borrower, its auditors and/or its financial systems are capable of interpreting such provisions as if such change had not occurred); provided, further, that if such an amendment is requested by the Borrower or the Required Lenders, then the Borrower and the Administrative Agent shall negotiate in good faith to enter into an amendment of the relevant affected provisions (without the payment of any amendment or similar fee to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof. Notwithstanding any other provision contained herein, (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB Accounting Standards Codification 825-Financial Instruments, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any Indebtedness of Holdings or any

Subsidiary at “fair value,” as defined therein and (b) the amount of any Indebtedness under GAAP with respect to Financing Lease Obligations shall be determined in accordance with the definition of Financing Lease Obligations.

Section 1.05 Currency Translation; Rates.

(a) For purposes of any determination under Article V, Article VI or Article VII or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars at the Exchange Rate (rounded to the nearest currency unit, with 0.5 or more of a currency unit being rounded upward); provided, however, that for (x) purposes of determining compliance with Article VI with respect to the amount of any Indebtedness, Lien, Investment, Disposition, Restricted Payment or Restricted Debt Payment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness, Lien or Investment is incurred or Disposition, Restricted Payment or Restricted Debt Payment made and (y) for purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, if such Indebtedness is incurred to Refinance other Indebtedness denominated in a foreign currency, and such Refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency Exchange Rate in effect on the date of such Refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of the Indebtedness that is incurred to Refinance such Indebtedness does not exceed the principal amount (or accreted amount) of such Indebtedness being Refinanced, except by an amount equal to the accrued interest, dividends and premium (including tender premiums), if any, thereon plus defeasance costs, underwriting discounts and other amounts paid and fees and expenses (including original issue discount, closing payments, upfront fees and similar fees) incurred in connection with such Refinancing plus an amount equal to any existing commitment unutilized and letters of credit undrawn thereunder and; provided further that, for the avoidance of doubt, the foregoing provisions of this Section 1.05 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness, Lien or Investment may be incurred or Disposition, Restricted Payment or Restricted Debt Payment made at any time under such Sections. Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower’s consent (such consent not to be unreasonably withheld) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

(b) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to (a) the administration, submission, calculation or any other matter related to the Alternate Base Rate or the rates in the definition of “Adjusted Term SOFR” or any component definition thereof, or with respect to any alternative, replacement or successor rate thereto, or (b) the effect, implementation or composition of any Conforming Changes, in each case, except as expressly provided herein. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR (or any component definition thereof), any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its sole discretion to ascertain the Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR (or any component definition thereof), or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.06 Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of “Interest Period”) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a “cashless roll” by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made “in Dollars”, “in immediately available funds”, “in Cash” or any other similar requirement.

Section 1.08 Certain Calculations and Tests.

(a) Notwithstanding anything in this Agreement or any Loan Document to the contrary, for purposes of (i) determining compliance with any provision in this Agreement or any Loan Document that requires the calculation of any financial ratio or test, (ii) determining compliance with representations and warranties or the requirement regarding the absence of a Default or Event of Default (or any type of Default or Event of Default) or (iii) testing any cap expressed as a percentage of Consolidated Total Assets and any other availability of a “basket” or exception set forth in Article VI, in each case in connection with a Specified Transaction or other transaction permitted hereunder, undertaken in connection with the consummation of a Limited Condition Transaction, the date of determination of whether any such action is permitted hereunder, at the election of the Borrower (such election to exercise such option in connection with any Limited Condition Transaction, an “LCT Election”), will be deemed to be (x) the date the definitive agreements for such Limited Condition Transaction are entered into or (y) in respect of sales in connection with an acquisition to which the United Kingdom City Code on Takeovers and Mergers applies (or similar law or practice in other jurisdictions), the date on which a “Rule 2.7 announcement” of a firm intends to make an offer or similar announcement or determination in another jurisdiction subject to laws similar to the United Kingdom City Code on Takeovers and Mergers in respect of a target of a Limited Condition Transaction (the “LCT Test Date”), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they had occurred at the beginning of the most recently completed Tests Period ending on or prior to the LCT Test Date, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratios, representation, warranty, absence of Default or Event of Default or “basket”, such ratio, representation, warranty, absence of Default or Event of Default shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and (x) any of the ratios or “baskets” for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio or “basket” (including due to fluctuations of the target of any Limited Condition Transaction) at or prior to the consummation of the relevant Limited Condition Transaction, such “baskets” or ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) in connection with any subsequent calculation of any ratio or “basket” availability on or following the relevant LCT Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or “basket” availability shall be calculated (x) on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof (but without netting the cash proceeds thereof)) had been consummated or (y) solely in respect of any Restricted Payment or any Restricted Debt Payment, on a standalone basis without assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof (but without netting the cash proceeds thereof)) had been consummated. For the further avoidance of doubt, in the absence of an LCT Election, unless specifically stated in this Agreement to be otherwise, all determinations of (x) compliance with any financial ratio or test and/or any cap expressed

as a percentage of Consolidated Total Assets, (y) any representation and warranties, or any requirement regarding the absence of a Default or Event of Default (or any type of Default or Event of Default) or (z) any availability test under any “baskets” shall be made as of the applicable date of the consummation of the Specified Transaction or other transaction hereunder.

Section 1.09 Rounding. Any financial ratios required to be maintained 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 for five).

Section 1.10 Divisions. For all purposes under the Loan Documents, in connection with any Delaware LLC Division (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time and (c) each division and series of any Person shall be treated as a separate Person hereunder.

Section 1.11 Pro Forma and Other Calculations.

(a) Notwithstanding anything to the contrary herein, financial ratios and tests (including measurements of Consolidated Total Assets and Liquidity), shall be calculated in the manner prescribed by this Section 1.11, except in the case of testing actual compliance with Section 6.13, which will be tested based on actual Liquidity.

(b) For purposes of calculating any financial ratio or test (including Consolidated Total Assets), Specified Transactions (with any incurrence or Refinancing of any Indebtedness in connection therewith to be subject to clause (d) of this Section 1.11) that have been made (i) during the applicable Test Period or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions had occurred on the first day of the applicable Test Period (or, in the case of Consolidated Total Assets or “unrestricted” cash and Cash Equivalents, on the last day of the applicable Test Period). If, since the beginning of any applicable Test Period, any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into Holdings, the Borrower or any Subsidiary since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.11, then such financial ratio or test (including Consolidated Total Assets) shall be calculated to give pro forma effect thereto in accordance with this Section 1.11.

(c) Whenever pro forma effect or determination of pro forma compliance is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a Responsible Officer of Holdings.

(d) In the event that Holdings, the Borrower or any Subsidiary incurs (including by assumption or guarantee) or Refinances (including by redemption, repurchase, repayment, retirement or extinguishment) any Indebtedness, in each case included in the calculations of any financial ratio or test, (i) during the applicable Test Period or (ii) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then such financial ratio or test shall be calculated giving pro forma effect to such incurrence or Refinancing of Indebtedness (including pro forma effect to the application of the net proceeds therefrom), in each case to the extent required, as if the same had occurred on the last day of the applicable Test Period.

Article II

THE CREDITS

Section 2.01 Commitments.

(a) Subject to and upon the terms and conditions set forth herein, each New Money Term Lender agrees to make New Money Term Loans to the Borrower denominated in Dollars on the Effective Date in an aggregate principal amount equal to its New Money Term Loan Commitment. Amounts repaid or prepaid in respect of New Money Term Loans may not be reborrowed.

(b) Subject to and upon the terms and conditions set forth herein, the Senior Takeback Term Loans will be deemed to have been made as a term loan by the applicable Senior Takeback Term Lender and borrowed by the Borrower hereunder on the Effective Date, in accordance with the allocations set forth on Schedule 2.01(b) under the heading “Senior Takeback Term Loan Allocation”. The deemed borrowing by the Borrower of the Senior Takeback Term Loans shall entitle the Borrower to receive for cancellation (in accordance with the Bankruptcy Plan) an equivalent aggregate principal amount of existing obligations from each Senior Takeback Term Lender and/or its Affiliates and/or its designees based upon such Lender’s Senior Roll, and shall not entitle the Borrower to receive cash or other consideration from any Senior Takeback Term Lender and, notwithstanding that no such cash is exchanged, the Borrower shall owe the aggregate principal amount of the Senior Takeback Term Loans to the Senior Takeback Term Lenders under this Agreement and not under the Superpriority Credit Agreement. Amounts repaid or prepaid in respect of the Senior Takeback Term Loans may not be reborrowed. For the avoidance of doubt, the Senior Takeback Term Loans borrowed or deemed to be borrowed on the Effective Date shall bear interest in accordance with Section 2.13 from the Effective Date.

(c) Subject to and upon the terms and conditions set forth herein, the Junior Takeback Term Loans will be deemed to have been made as a term loan by the applicable Junior Takeback Term Lender and borrowed by the Borrower hereunder on the Effective Date, in accordance with the allocations set forth on Schedule 2.01(c) under the heading “Junior Takeback Term Loan Allocation”. The deemed borrowing by the Borrower of the Junior Takeback Term Loans shall entitle the Borrower to receive for cancellation (in accordance with the Bankruptcy Plan) an equivalent aggregate principal amount of existing obligations from each Junior Takeback Term Lender and/or its Affiliates and/or its designees based upon such Lender’s First Lien Roll and shall not entitle the Borrower to receive cash or other consideration from any Junior Takeback Term Lender and, notwithstanding that no such cash is exchanged, the Borrower shall owe the aggregate principal amount of the Junior Takeback Term Loans to the Junior Takeback Term Lenders under this Agreement and not under the First Lien Credit Agreement. Amounts repaid or prepaid in respect of the Junior Takeback Term Loans may not be reborrowed. For the avoidance of doubt, the Junior Takeback Term Loans borrowed or deemed to be borrowed on the Effective Date shall bear interest in accordance with Section 2.13 from the Effective Date.

Section 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the applicable Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and, other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for any other Lender’s failure to make Loans as required hereby.

(b) Subject to Section 2.14, each Term Loan Borrowing denominated in Dollars shall be comprised entirely of ABR Loans or SOFR Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (i) any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement, (ii) such Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrower to repay such Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrower resulting therefrom (which obligation of such 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 otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided, further, that no such domestic or foreign branch or Affiliate of such Lender shall be entitled to any greater indemnification under Section 2.17 with respect to

such Loan than that to which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of any Change in Law after the date on which such Loan was made).

(c) At the commencement of each Interest Period for any SOFR Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that a SOFR Borrowing that results from a continuation of an outstanding SOFR Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 SOFR Borrowings outstanding.

Section 2.03 Requests for Borrowings. To request a Term Loan Borrowing, the Borrower shall notify the Administrative Agent of such request by delivery (by hand delivery or electronic transmission) of a written Borrowing Request signed by the Borrower to the Administrative Agent (a) not later than 2:00 p.m., New York City time, three Business Days (or, in the case of a proposed Borrowing on the Effective Date, one Business Day) before the date of the proposed Borrowing (or such later time as the Administrative Agent may agree in its sole discretion) or (b) in the case of an ABR Borrowing, not later than 2:00 p.m., New York City time, one Business Day prior to the date of the proposed Borrowing. Each such Borrowing Request shall specify the following information (other than, in the case of clause (vii) below, the Borrowing Request pertaining to Borrowings on the Effective Date):

- (i) the Class of such Borrowing;
- (ii) the aggregate amount of such Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing or a SOFR Borrowing;
- (v) in the case of a SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (vi) the location and number of the Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06;
- (vii) that, in the case of any Borrowing after the Effective Date, as of the date of such Borrowing, the conditions set forth in Section 4.02(a) and Section 4.02(b) are satisfied.

If no election as to the Type of Borrowing is specified as to any Borrowing, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 10:00 a.m., New York City time, to the Applicable Account of the Administrative Agent most-recently designated by it for such purpose by notice to the Lenders (or such earlier time on the Effective Date as may be agreed among the relevant Lenders, Holdings, the Borrower and the Administrative Agent for the purpose of consummating the

Transactions). The Administrative Agent will make such Loans available to the Borrower by promptly wiring the amounts so received, in like funds, to an account of the Borrower designated by the Borrower in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption and in its sole discretion, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender agrees to pay to the Administrative Agent an amount equal to such share on demand of the Administrative Agent. If such Lender does not pay such corresponding amount forthwith upon demand of the Administrative Agent therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower agrees to pay such corresponding amount to the Administrative Agent forthwith on demand. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower interest on such corresponding amount, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, or (ii) in the case of the Borrower, the interest rate applicable to such Borrowing in accordance with Section 2.13. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

(c) Obligations of the Lenders hereunder to make Term Loans and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and, other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.03(c).

Section 2.07 Interest Elections.

(a) Each Term Loan Borrowing initially shall be of the Type specified in the applicable Borrowing Request or designated by Section 2.03 and, in the case of a SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or designated by Section 2.03. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by delivery (by hand delivery or electronic transmission) to the Administrative Agent of a written Interest Election Request signed by the Borrower (i) in the case of an election to convert or continue a Borrowing into a SOFR Borrowing, not later than 2:00 p.m., New York City time, three Business Days before the effective date of the election made pursuant to such Interest Election Request and (ii) in the case of an election to convert or continue a Borrowing into an ABR Borrowing, not later than 2:00 p.m., New York City time, one Business Day prior to the effective date of the election made pursuant to such Interest Election Request.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.03:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

and (ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a SOFR Borrowing.

(d) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be continued as a SOFR Borrowing with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing, (i) no outstanding Borrowing may be converted to or continued as a SOFR Borrowing and (ii) unless repaid, each SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

For purposes of this Section 2.07, (i) Tranche A Senior Takeback Term Loans and Tranche B Senior Takeback Term Loans will be treated as a single Class and (ii) Tranche A Junior Takeback Term Loans and Tranche B Junior Takeback Term Loans will be treated as a single Class.

Section 2.08 Termination and Reduction of Commitments.

(a) Unless previously terminated, the New Money Term Loan Commitments shall terminate upon the making of the New Money Term Loans on the Effective Date.

(b) [reserved].

(c) [reserved].

(d) Any termination or reduction pursuant to this Section 2.08 shall apply proportionately and permanently to reduce the Commitments of each of the Lenders within such Class.

Section 2.09 Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Term Lender the then unpaid principal amount of each Term Loan of such Term Lender and, solely in the case of the New Money Term Lenders, the applicable MOIC Premium on the applicable Term Loan Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest 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, (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof and (iv) any cancellation or retirement of Term Loans contemplated by Section 9.04(g).

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein, provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to pay any amounts due

hereunder in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (b) and (c) of this Section and the entries made in the Register pursuant to Section 9.04(b)(iv), the accounts maintained by the Administrative Agent and the entries made in the Register pursuant to Section 9.04(b)(iv) shall control.

(e) Any Lender may request through the Administrative Agent that Loans of any Class made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns substantially in the form of Exhibit L.

Section 2.10 [Reserved].

Section 2.11 Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time to prepay any Term Loans in whole or in part, without premium or penalty (except, in the case of the New Money Term Loans, as provided in Section 2.11(j)); provided that any such prepayment of Term Loans must be applied as set forth in Section 2.11(f). Prepayments made pursuant to this Section 2.11(a) shall be applied in accordance with the applicable provisions of Sections 2.11(e) and Section 2.11(f).

(b) [reserved].

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, the Borrower or any Subsidiary in respect of any Prepayment Event, the Borrower shall, within five Business Days after such Net Proceeds are received, offer to prepay (or, in the case of a Prepayment Event described in clause (b) of the definition of the term "Prepayment Event," within three Business Days after such Net Proceeds are received, offer to prepay) by delivering written notice to the Administrative Agent in accordance with Section 2.11(e)(ii), Term Loans in an aggregate amount equal to 100% of such Net Proceeds; provided that, in the case of any Disposition/Casualty Prepayment Event, so long as no Event of Default shall have occurred and be continuing, the Borrower or the Subsidiaries may elect to invest Net Proceeds from such event (or a portion thereof), in an aggregate amount not to exceed \$2,500,000 in any fiscal year, within 3 months after receipt of such Net Proceeds in assets constituting Collateral of the Borrower and the Subsidiaries securing the Obligations and no prepayment shall be required pursuant to this paragraph in respect of such Net Proceeds in respect of such event (or the applicable portion of such Net Proceeds, if applicable) except to the extent of any such Net Proceeds therefrom that have not been so invested by the end of such 3-month period, at which time a prepayment shall be required in an amount equal to such Net Proceeds that have not been so invested; provided further that, in the case of a Disposition/Casualty Prepayment Event, the Borrower may use a portion of such Net Proceeds to prepay or repurchase any other Indebtedness (other than Indebtedness that is subordinated in right of payment) that is secured by Liens on the Collateral ranking on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations to the extent such other Indebtedness and the Liens securing such Indebtedness are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Proceeds and (y) a fraction, the numerator of which is the outstanding principal amount of such other Indebtedness and the denominator of which is the aggregate outstanding principal amount of Term Loans and such other Indebtedness; provided further, for the avoidance of doubt, that any amounts not paid with respect to such other Indebtedness shall be applied hereunder. Prepayments made, or required to be offered to be made, pursuant to this Section 2.11(c) shall be offered and, if applicable, applied, in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).

(d) In the event and on each occasion that a Monthly Cash Sweep Prepayment Event occurs, the Borrower shall, within five Business Days following such Monthly Sweep Date, offer to prepay Term Loans in an aggregate amount equal to 100% of the Excess Cash Prepayment Amount for such Monthly Sweep Date. Prepayments made pursuant to this Section 2.11(d) shall be applied in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).

(e) Prior to any optional or mandatory prepayment of Borrowings hereunder, the Borrower shall select the Borrowing or Borrowings to be prepaid (subject in all respects to Section 2.11(e)(i) below) and shall specify such selection in the applicable Notice of Prepayment.

(i) Subject to the provisions of Section 2.11(e)(ii) below, each prepayment of Term Loans required to be made under Section 2.11(c), (d), or (k) shall be allocated in accordance with Section 2.11(f), and (B) each prepayment of Term Loans elected by the Borrower to be made pursuant to Section 2.11(a) shall be allocated in accordance with Section 2.11(f).

(ii) With respect to each offer of prepayment required by Section 2.11(c) and Section 2.11(d), (A) the Borrower will give the Administrative Agent written notice substantially in the form of Exhibit H hereto of any such offer to make a mandatory prepayment of Term Loans within the time periods specified in Section 2.11(c) and Section 2.11(d) (including a reasonably detailed calculation of any such prepayment amount), prior to such offer of prepayment and request that the Administrative Agent provide notice of such offer to make a mandatory prepayment to each Lender and the Administrative Agent will promptly notify each Lender, (B) each Lender of Term Loans will have the right to refuse any such offer of prepayment by giving written notice (each, a “Rejection Notice”) of such refusal to the Administrative Agent and the Borrower no later than 3:00 p.m. (New York City time) one Business Day after the date the Administrative Agent delivers notice of such offer of prepayment to such Lender, and to the extent any such offer of prepayment is so refused, the aggregate amount of the offered prepayment that would have been applied to prepay Term Loans of any such Class but was so declined shall be retained by the Borrower and the Subsidiaries and (C) the Borrower will make all such prepayments not so refused upon the fifth Business Day after the Administrative Agent delivers notice of such offer of prepayment to the Lenders. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above, any such failure will be deemed an acceptance of the total offered amount of such mandatory prepayment of Term Loans.

(f) Application to Term Loans. With respect to each prepayment of Term Loans elected to be made by the Borrower pursuant to Section 2.11(a) or required to be made pursuant to Section 2.11(c), (d) or (k), after giving effect to the provisions of Section 2.11(e)(ii), such payments shall be applied as follows:

first, to the payment in full of the New Money Term Loans on a pro rata basis;

second, to the payment in full of the Senior Takeback Term Loans on a pro rata basis; and

third, to the payment in full of the Junior Takeback Term Loans on a pro rata basis;

provided, that, for the avoidance of doubt, such payments shall be applied on a pro rata basis to the Lenders of the applicable Class irrespective of whether such outstanding Term Loans are ABR Loans or SOFR Loans; provided, further, no prepayment or repayment of (i) any Senior Takeback Term Loans or Junior Takeback Term Loans may occur so long as any New Money Term Loans remain outstanding or (ii) any Junior Takeback Term Loans may occur so long as any Senior Takeback Term Loans remain outstanding; provided, further, but subject to Sections 2.20 and 2.21, in no event shall the Loan Parties (i) prepay any portion of the Tranche A Senior Takeback Term Loans without a pro rata or greater than pro rata payment in cash of the Tranche B Senior Takeback Term Loans or (ii) prepay any portion of the Tranche A Junior Takeback Term Loans without a pro rata or greater than pro rata payment in cash of the Tranche B Junior Takeback Term Loans; provided, further, notwithstanding anything to the contrary herein, on and after the Tranche B Term Loan Maturity Date (as described in clauses (y) and (z) of the definition thereof) and the acceleration of the Tranche B Senior Takeback Term Loans or Tranche B Junior Takeback Loans, as applicable, in connection therewith, the Tranche B Senior Takeback Term Loans and/or Tranche B Junior Takeback Loans may be repaid in full.

(g) [Reserved].

(h) The Borrower shall notify the Administrative Agent of any optional prepayment pursuant to Section 2.11(a) by delivering a notice of such prepayment substantially in the form of Exhibit H hereto (the “Notice of Prepayment”) to the Administrative Agent (i) in the case of prepayment of a SOFR Borrowing, not later than 2:00 p.m., New York City time, three Business Days prior to the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 2:00 p.m., New York City time, on the Business Day before the date of such prepayment. Each such notice shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid. In the case of any Notice of Prepayment with respect to any optional or mandatory prepayment, promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13. At the Borrower’s election in connection with any prepayment pursuant to this Section 2.11, such prepayment shall not be applied to any Term Loan of a Defaulting Lender and shall be allocated ratably among the relevant non-Defaulting Lenders.

(i) [Reserved].

(j) The Borrower agrees to pay to the Administrative Agent for the account of each Lender holding New Money Term Loans a premium equal to the MOIC Premium, which shall be due and payable in cash upon the occurrence of any MOIC Trigger Event. It is understood and agreed that if the Loan Document Obligations are accelerated (including pursuant to Article VII as a result of any Event of Default, by operation of law or otherwise), the MOIC Premium shall also be due and payable on such date and such MOIC Premium shall constitute part of the Loan Document Obligations and Secured Obligations. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each New Money Term Lender’s lost profits as a result thereof, the MOIC Premium payable above shall be presumed to be the liquidated damages sustained by each New Money Term Lender as the result of the early repayment of the New Money Term Loans hereunder and the Loan Parties agree that it is reasonable under the circumstances currently existing. The MOIC Premium shall also be payable in the event the Loan Document Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). EACH OF THE LOAN PARTIES HEREBY EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE MOIC PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION OR OTHERWISE. Each of the Loan Parties expressly agrees (to the fullest extent that each may lawfully do so) that: (A) the MOIC Premium is reasonable and is the product of an arm’s length transaction between sophisticated business people, ably represented by counsel; (B) the MOIC Premium shall be payable notwithstanding the then-prevailing market rates at the time payment is made; (C) there has been a course of conduct between the New Money Term Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the MOIC Premium; (D) the MOIC Premium is not intended to act as a penalty or to punish the Loan Parties for any repayment or redemption of the New Money Term Loans; (E) the MOIC Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such MOIC Trigger Event; and (F) each of the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.11(j). Each of the Loan Parties expressly acknowledges that its agreement to pay the MOIC Premium to the New Money Term Lenders as herein described is a material inducement to the New Money Term Lenders to provide the New Money Term Loans.

(k) Any provision of this Section 2.11(j) 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 of this Section 2.11(j), and any such

prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(l) In the event of any Change in Control, the Borrower shall prepay all outstanding Term Loans and all Commitments shall automatically terminate. Prepayments made pursuant to this Section 2.11(k) shall be applied in accordance with the applicable provisions of Section 2.11(e) and (f).

Section 2.12 Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for the account of the New Money Term Lenders, a closing payment in an amount equal to 2.00% of the total New Money Term Loan Commitments in effect immediately prior to the funding of the New Money Term Loans on the Effective Date (the “Closing Payment”). The Closing Payment shall be due and payable on the Effective Date and shall be paid in-kind by automatically adding the amount thereof to the outstanding principal amount of the New Money Term Loans and thereafter bear interest as set forth in Section 2.13 and shall be payable in full on the Initial Term Loan Maturity Date.

(b) The Borrower agrees to pay to the Administrative Agent, for the account of the Backstop Lenders, a backstop premium in an amount equal to 5.00% of the total New Money Term Loan Commitments of such Backstop Lenders in effect upon the initial execution of the Takeback Facility Commitment Letter (the “Backstop Premium”). The Backstop Premium was earned upon the initial execution of the Takeback Facility Commitment Letter and shall be due and payable on the Effective Date and shall be paid in-kind by automatically adding the amount thereof to the outstanding principal amount of the New Money Term Loans and thereafter bear interest as set forth in Section 2.13 and shall be payable in full on the Initial Term Loan Maturity Date.

(c) The Borrower agrees to pay to the Administrative Agent, for its own account or the account of the Lenders, as applicable, fees payable in the amounts and at the times separately agreed upon between the Borrower, on the one hand, and the Administrative Agent or the Lenders, on the other hand, including the fees payable pursuant to the Fee Letter.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution to the New Money Term Lenders entitled thereto. Except as may otherwise be separately agreed, fees paid hereunder shall not be refundable under any circumstances.

(e) Notwithstanding the foregoing, and subject to Section 2.22, the Borrower shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 2.12.

Section 2.13 Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each SOFR Borrowing shall bear interest at Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, (i) immediately after the occurrence and during the continuance of an Event of Default pursuant to Section 7.01(a), (b), (h) or (i) and (ii) upon the occurrence and during the continuance of any other Event of Default, at the written election of the Required Lenders (which may apply retroactively to the date such Event of Default shall have first occurred), all amounts outstanding under this Agreement and the other Loan Documents shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of any Loan, 2.00% per annum plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount (including interest), 2.00% per annum plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section; provided that no amount shall be payable pursuant to this Section 2.13(c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(d) Accrued interest on (i) each New Money Term Loan and each Senior Takeback Term Loan shall be payable in arrears in cash on each Interest Payment Date for such Loan and (ii) each Junior Takeback Term Loan shall be payable in-kind by automatically adding the amount thereof to the outstanding principal amount of the outstanding Junior Takeback Term Loan on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All computations of interest for ABR Loans (when the Alternate Base Rate is based on the Prime Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.18, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

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

Section 2.14 Alternate Rate of Interest; Benchmark Replacement Setting.

(a) If at least two Business Days prior to the commencement of any Interest Period for a SOFR Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining Term SOFR for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period (in each case with respect to the Loans impacted by this clause (ii) or clause (i) above, "Impacted Loans"),

then the Administrative Agent shall give written notice thereof to the Borrower and the Lenders by hand delivery, email or other electronic transmission as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a SOFR Borrowing shall be ineffective and (ii) such Borrowing shall be made as an ABR Borrowing and the utilization of the Adjusted Term SOFR component in determining the Alternate Base Rate shall be suspended; provided, however, that, in each case, the Borrower may revoke any Borrowing Request that is pending when such notice is received. Each determination by the Administrative Agent or the Required Lenders under this Section shall be conclusive absent manifest error.

(b) Benchmark Replacement Setting.

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

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

(iii) **Notices; Standards for Decisions and Determinations.** The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.14(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14(b).

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

“Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) **Benchmark Unavailability Period.** Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of SOFR 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 ABR Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to ABR Loans at the end of the applicable Interest Period. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

Section 2.15 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(ii) impose on any Lender any other condition, cost or expense (other than with respect to Taxes) affecting this Agreement or SOFR Loans made by such Lender; or

(iii) subject any Lender to any Taxes on its Loans, letters of credit, Commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such increased costs actually incurred or reduction actually suffered, provided that the Borrower shall not be liable for such compensation if, in the case of requests for reimbursement under clause (ii) above resulting from a market disruption, (A) the relevant circumstances are not generally affecting the banking market or (B) the applicable request has not been made by Lenders constituting Required Lenders; provided, further, that to the extent any such costs or reductions are incurred by any Lender as a result of any requests, rules, guidelines or directives enacted or promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or under Basel III, then such Lender shall be compensated pursuant to this Section 2.15(a) only to the extent such Lender is imposing such charges on similarly situated borrowers where the terms of other syndicated credit facilities permit it to impose such charges. Notwithstanding the foregoing, this paragraph will not apply to (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements has the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender’s holding company could have achieved but for such Change in Law (taking into consideration such Lender’s policies and the policies of such Lender’s holding company with respect to capital adequacy and liquidity), then, from time to time upon request of such Lender contemplated by clause (c) below, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender’s holding company for any such reduction actually suffered.

(c) Any Lender requesting compensation under this Section 2.15 shall be required to deliver a certificate to the Borrower, (i) setting forth the amount or amounts necessary to compensate such Lender or its holding company in reasonable detail, as the case may be, as specified in paragraph (a) or (b) of this Section, (ii) setting forth, in reasonable detail, the manner in which such amount or amounts were determined and (iii) certifying that such Lender is generally charging such amounts to similarly situated borrowers, which certificate shall be conclusive absent manifest error. Unless subject to dispute, the Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto, (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is revoked) or (d) the assignment of any SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or Section 9.02(c), then, in any such event, the Borrower shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for the actual loss, cost and expense incurred by such Lender attributable to such event (other than loss of profit). Any Lender requesting compensation under this Section 2.16 shall be required to deliver a certificate to the Borrower setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, the basis therefor and, in reasonable detail and the manner in which such amount or amounts were determined, which certificate shall be conclusive absent manifest error. Unless subject to dispute, the Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt of such demand. Notwithstanding the foregoing, this Section 2.16 will not apply to losses, costs or expenses resulting from Taxes, as to which Section 2.17 shall govern.

Section 2.17 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction for any Taxes, provided that if the applicable Withholding Agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable Withholding Agent) to deduct any Taxes from such payments, then (i) the applicable Withholding Agent shall make such deductions, (ii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law and (iii) if the Tax in question is an Indemnified Tax, the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional amounts payable under this Section 2.17) the Lender (or, in the case of a payment received by the Administrative Agent for its own account, the Administrative Agent) receives an amount equal to the sum it would have received had no such deductions been made.

(b) Without limiting the provisions of paragraph (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with Requirements of Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) The Loan Parties shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes payable or paid by, or required to be withheld or deducted from a payment to, the Administrative Agent or such Lender, as the case may be (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this

Section 2.17) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth as to the amount of such payment or liability delivered to the Borrower by a 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.

(d) As soon as practicable after any payment of any Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Lender shall deliver to the Borrower and 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 Requirements of Law and such other documentation reasonably requested by the Borrower or the Administrative Agent (i) as will permit such payments to be made without, or at a reduced rate of, withholding or (ii) 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. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(e)(1), (2), (A)-(D), and (3) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated 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. Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17.

Without limiting the foregoing:

(1) Each Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding.

(2) Each Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) whichever of the following is applicable:

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

(B) two executed copies of IRS Form W-8ECI (or any successor forms),

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (x) two properly completed and duly signed certificates substantially in the form of Exhibit I-1, I-2, I-3 and I-4, as applicable, (any such certificate, a “U.S. Tax Compliance Certificate”) and (y) two executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E (or any successor forms), as applicable,

(D) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership or a participating Lender), two executed copies of IRS Form W-8IMY (or any successor forms) of the Lender, accompanied by an IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, U.S. Tax Compliance Certificate, IRS Form W-9, or any other required information (or any successor forms) from each beneficial owner that would be required under this Section 2.17(e) if such beneficial owner were a Lender, as applicable (provided that, if the Lender is a partnership for U.S. federal income tax purposes (and not a participating Lender) and one or more direct or indirect partners are claiming the portfolio interest exemption, the U.S. Tax Compliance Certificate may be provided by such Lender on behalf of such direct or indirect partner(s)), or

(E) two executed copies of any other form prescribed by applicable U.S. federal income tax laws as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents, 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.

(3) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by 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 to determine whether such Lender has or has not complied with such Lender’s obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (3), “FATCA” shall include any amendments made to FATCA after the Effective Date.

(4) The Administrative Agent shall deliver to the Borrower, on or prior to the Effective Date (or, in the case of a successor Administrative Agent, on or before the date on which it becomes the Administrative Agent), a properly completed and executed Internal Revenue Service Form W-8IMY (indicating “Qualified Intermediary” or U.S. branch status) or Internal Revenue Service Form W-9, as applicable.

Notwithstanding any other provisions of this paragraph (e), a Lender shall not be required to deliver any form or other documentation that such Lender is not legally eligible to deliver.

(f) If the Administrative Agent or a Lender determines in its sole discretion exercised in good faith that it has received a refund of any Indemnified Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of the Administrative Agent or such Lender 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 the Administrative Agent or such Lender, agrees promptly to repay the amount paid over to the Borrower pursuant to this Section 2.17(f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. The Administrative Agent or such Lender, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority (provided that the Administrative Agent or such Lender may delete any information therein that the Administrative Agent or such Lender deems confidential). Notwithstanding anything to the contrary, (i) in no event with the Administrative Agent or any Lender be required to pay any amount pursuant to this paragraph (f) the payment of which would place the administrative Agent or Lender, as applicable, in a less favorable net after-Tax position than the Administrative Agent or Lender 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 and (ii) this Section 2.17(f) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to Taxes which it deems confidential to any Loan Party or any other Person).

(g) Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, or the consummation of the transactions contemplated hereby, the repayment, satisfaction or discharge of all obligations under any Loan Document and the Commitments or the termination of this Agreement or any provision hereof.

Section 2.18 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it under any Loan Document (whether of principal, interest, fees, or reimbursement amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent, except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment (other than payments on the SOFR Loans) under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day. If any payment on a SOFR Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate for the period of such extension. All payments or prepayments of any Loan (or of interest thereon) and all other payments under each Loan Document, in each case, shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, premiums and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest, premiums and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest, premiums and fees then due to such

parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Except as otherwise set forth in this Agreement or any other Loan Document (in each case, as in effect on the Effective Date or as amended with the consent of each adversely affected Lender), if any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans of a given Class resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender and such other Lender would have been entitled to be treated on a pro rata basis with such receiving Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of such other Lender at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders entitled to such payment ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (in each case, as in effect on the Effective Date or as amended with the consent of each adversely affected Lender) (including the application of funds arising from existence of a Defaulting Lender), (B) any payment obtained by a Lender as consideration for any permitted assignment of or sale of a participation in any of its Loans or Commitments to any assignee or participant, including any payment made or deemed made in connection with Section 9.02 (in each case, as in effect on the Effective Date or as amended with the consent of each adversely affected Lender) or (C) any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or Commitments of that Class or any increase in the Applicable Rate in respect of Loans of Lenders that have consented to any such extension. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Requirements of Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(a) or Section 2.06(b), this Section 2.18 or Section 9.03(c), then the Administrative Agent may, in its discretion and in the order determined by the Administrative Agent (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Section until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and to be applied to, any future funding obligations of such Lender under any such Section.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or any event that gives rise to the operation of Section 2.23, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or Section 2.17 or mitigate the applicability of Section 2.23, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense reasonably deemed by such Lender to be material and would not be inconsistent with the internal policies of, or otherwise be disadvantageous in any material economic, legal or regulatory respect to, such Lender.

(b) If (i) any Lender requests compensation under Section 2.15 or gives notice under Section 2.23, (ii) the Borrower is required to pay any additional amount to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17 or (iii) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate (and such Lender shall

be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents (other than its existing rights to payments pursuant to Section 2.15 or Section 2.17) to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consents, in each case, shall not unreasonably be withheld or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued but unpaid interest thereon, accrued but unpaid fees, if any, and all other amounts, if any, payable to it hereunder from the assignee or the Borrower, (C) the Borrower or such assignee shall have paid (unless waived) to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(ii) and (D) in the case of any such assignment resulting from a claim for compensation under Section 2.15, payments required to be made pursuant to Section 2.17 or a notice given under Section 2.23, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise (including as a result of any action taken by such Lender under paragraph (a) above), the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

Section 2.20 Reverse Dutch Auction Repurchases.

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

(i) each Auction shall be conducted in accordance with the procedures, terms and conditions set forth in this Section 2.20(a) and Schedule 2.20(a);

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

(iii) the minimum principal amount (calculated on the face amount thereof) of all Term Loans that the Borrower offers to purchase in any such Auction shall be no less than \$1,000,000;

(iv) for purposes of this Section 2.20, (x) the Tranche A Senior Takeback Loans and Tranche B Senior Takeback Loans shall be treated as one Class and (y) the Tranche A Junior Takeback Loans and Tranche B Junior Takeback Loans shall be treated as one Class;

(v) for the avoidance of doubt, no Loan Party shall (i) purchase any portion of the Senior Takeback Term Loans or the Junior Takeback Term Loans prior to the payment in full in cash of the New Money Term Loans or (ii) purchase any portion of the Junior Takeback Term Loans prior to the payment in full in cash of the Senior Takeback Term Loans;

(vi) for the avoidance of doubt, unless the offer for purchase is an all-cash offer to all Lenders of the applicable Class pro rata on the same terms (including all economics), no Loan Party shall (i) purchase any portion of the Tranche A Senior Takeback Term Loans without a pro rata or greater than pro rata purchase of the Tranche B Senior Takeback Term Loans or (ii) purchase any portion of the Tranche A Junior Takeback Term Loans without a pro rata or greater than pro rata purchase of the Tranche B Junior Takeback Term Loans; and

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

(b) The Borrower must terminate an Auction if it fails to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to such Auction. The Borrower may withdraw any Auction if the reply amounts are insufficient to complete the purchase of a minimum principal amount of the Term Loans designated in writing to the applicable Auction Manager by the Borrower (the "Minimum Purchase Condition"). The Borrower shall not have any liability to any Lender for any termination of such Auction as a result of its failure to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to the such Auction, or for any termination of such Auction as a result of the failure to satisfy the Minimum Purchase Condition, and any such failure shall not result in any Default or Event of Default hereunder. With respect to all purchases of Term Loans made pursuant to this Section 2.20, (x) the Borrower shall pay on the settlement date of each such purchase all accrued and unpaid interest (except to the extent otherwise set forth in the relevant offering documents), if any, on the purchased Term Loans up to the settlement date of such purchase and (y) such purchases (and the payments made therefor and the cancellation of the purchased Term Loans, in each case in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.11. At the time of purchases of Term Loans pursuant to any Auction, the then remaining scheduled repayments, if any, shall be reduced by the aggregate principal amount (taking the face amount thereof) of Term Loans repurchased pursuant to such Auction, with such reduction to be applied to such scheduled repayments on a pro rata basis (based on the then remaining principal amount of each such scheduled repayment).

(c) The Administrative Agent and the Lenders hereby consent to the Auctions and the other transactions contemplated by this Section 2.20 (provided that no Lender shall have an obligation to participate in any such Auctions) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Section 2.11 (it being understood and acknowledged that purchases of the Term Loans by the Borrower contemplated by this Section 2.20 shall not constitute Investments by such Person)) or any other Loan Document that may otherwise prohibit any Auction or any other transaction contemplated by this Section 2.20. The Auction Manager acting in its capacity as such hereunder shall be entitled to the benefits of the provisions of Section 8 and Section 9.03 *mutatis mutandis* as if each reference therein to the "Administrative Agent" were a reference to the Auction Manager, and the Administrative Agent and the Auction Manager shall cooperate in a reasonable manner in connection therewith.

Section 2.21 Open Market Purchases.

(a) Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the Borrower may, at any time and from time to time, make open market purchases (or purchases pursuant to privately negotiated transactions) (including on a non-pro rata basis) of Term Loans (each, an "Open Market Purchase"), so long as such open market purchases or purchases pursuant to privately negotiated transactions are offered to all Lenders of the relevant Class on a pro rata basis on the same terms (including all economics) and the following conditions are satisfied:

(i) no Event of Default shall have occurred and be continuing on the date of such Open Market Purchase;

(ii) for purposes of this Section 2.21, (x) the Tranche A Senior Takeback Loans and Tranche B Senior Takeback Loans shall be treated as one Class and (y) the Tranche A Junior Takeback Loans and Tranche B Junior Takeback Loans shall be treated as one Class;

(iii) for the avoidance of doubt, no Loan Party shall (i) purchase any portion of the Senior Takeback Term Loans or the Junior Takeback Term Loans prior to the payment in full in cash of the New Money Term Loans or (ii) purchase any portion of the Junior Takeback Term Loans prior to the payment in full in cash of the Senior Takeback Term Loans;

(iv) for the avoidance of doubt, unless the offer for purchase is an all-cash offer to all Lenders of the applicable Class pro rata, no Loan Party shall (i) purchase any portion of the Tranche A Senior Takeback Term Loans without a pro rata or greater than pro rata purchase of the Tranche B Senior Takeback Term Loans or (ii) purchase any portion of the Tranche A Junior Takeback Term Loans without a pro rata or greater than pro rata purchase of the Tranche B Junior Takeback Term Loans; and

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

(b) With respect to all purchases of Term Loans made pursuant to this Section 2.21, (x) the Borrower shall pay on the settlement date of each such purchase all accrued and unpaid interest, if any, on the purchased Term Loans up to the settlement date of such purchase (except to the extent otherwise set forth in the relevant purchase documents as agreed by the respective selling Lender) and (y) such purchases (and the payments made therefor and the cancellation of the purchased Term Loans, in each case in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.11.

(c) The Administrative Agent and the Lenders hereby consent to the Open Market Purchases contemplated by this Section 2.21 and hereby waive the requirements of any provision of this Agreement (including, without limitation, Section 2.11 (it being understood and acknowledged that purchases of the Term Loans by the Borrower contemplated by this Section 2.21 shall not constitute Investments by such Person)) or any other Loan Document that may otherwise prohibit any Open Market Purchase by this Section 2.21.

Section 2.22 Defaulting Lenders.

(a) General. 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. Such 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 9.02.

(ii) Reallocation of Payments. Subject to Section 2.11(f), 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 Article VII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.08), 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, [reserved]; third, 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; fourth, [reserved]; fifth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; sixth, 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 seventh, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a payment of the principal amount of any Loans and such Lender is a Defaulting Lender under clause (a) of the definition thereof, such payment shall be applied solely to pay the relevant Loans of the relevant non-Defaulting Lenders on a pro rata basis prior to being applied pursuant to the other provisions of this Section 2.22(a)(ii).

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such 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 to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages, 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 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 2.23 Illegality. If any Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender to make, maintain or fund Loans whose interest is determined by reference to Adjusted Term SOFR, or to determine or charge interest rates based upon Adjusted Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue SOFR Loans or to convert ABR Loans to SOFR Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon three (3) Business Days' notice from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans of such Lender to ABR Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans, and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon Adjusted Term SOFR, the Administrative Agent shall, during the period of such suspension, compute the Alternate Base Rate applicable to such Lender without reference to the Adjusted Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Adjusted Term SOFR. Each Lender agrees to notify the Administrative Agent and the Borrower in writing promptly upon becoming aware that it is no longer illegal for such Lender to determine or charge interest rates based upon Adjusted Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Article III

REPRESENTATIONS AND WARRANTIES

Each of Holdings (solely with respect to Sections 3.01, 3.02, 3.03, 3.07, 3.08, 3.09, 3.12, 3.15 and 3.17) and the Borrower (solely as to itself and its respective Subsidiaries) represents and warrants to the Lenders that:

Section 3.01 Organization; Powers. Each of Holdings, the Borrower and each Subsidiary is (a) duly organized, validly existing and (to the extent such concept exists in the relevant jurisdictions) in good standing under the laws of the jurisdiction of its organization, (b) has the corporate or other organizational power and authority to (i) carry on its business as now conducted and (ii) execute, deliver and perform its obligations under each Loan Document to which it is a party and (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except in the case of clause (a) (other than with respect to the Borrower or any Loan Party that is a Significant Subsidiary), clause (b)(i) and clause (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. This Agreement has been duly authorized, executed and delivered by each of Holdings and the Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of Holdings, the Borrower or such

Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts. The execution, delivery and performance of the obligations under the Loan Documents (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate (i) the Organizational Documents of Holdings, the Borrower or any other Loan Party, or (ii) any Requirements of Law applicable to Holdings, the Borrower or any Subsidiary, (c) will not violate or result in a default under any indenture or other agreement or instrument that constitutes Material Indebtedness binding upon Holdings, the Borrower or any Subsidiary or their respective assets, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by Holdings, the Borrower or any Subsidiary, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation thereunder, and (d) will not result in the creation or imposition of any Lien on any asset of Holdings, the Borrower or any Subsidiary, except Liens created under the Loan Documents, except (in the case of each of clauses (a), (b)(ii) and (c)) to the extent that the failure to obtain or make such consent, approval, registration, filing or action, or such violation, default or right as the case may be, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The Audited Financial Statements and the Unaudited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly indicated therein and, in the case of the Unaudited Financial Statements, subject to year-end adjustments and the absence of footnotes, and (ii) fairly present in all material respects the consolidated financial position of Parent and its consolidated subsidiaries as of the respective dates thereof and the consolidated results of their operations for the respective periods then ended in accordance with GAAP consistently applied during the periods referred to therein, except as otherwise expressly indicated therein and, in the case of the Unaudited Financial Statements, subject to year-end adjustments and the absence of footnotes.

(b) Since the Effective Date, there has been no Material Adverse Effect.

Section 3.05 Properties.

(a) The Borrower and each Subsidiary has good title to, or valid leasehold interests in, all its real and personal property material to its business (including the Mortgaged Properties, if any), (i) free and clear of all Liens except for Liens permitted by Section 6.02 and (ii) free of title defects except for defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) As of the Effective Date, Schedule 3.05 contains a true and complete list of the Material Real Property.

Section 3.06 Litigation, Environmental and Labor Matters.

(a) Except as set forth on Schedule 3.06, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and (ii) none of the Borrower or any Subsidiary 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 could reasonably be expected to have a Material Adverse Effect.

(b) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of the Borrower or any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has, to the knowledge of the Borrower, become subject to any Environmental Liability, (iii) has received written notice of any claim

with respect to any Environmental Liability or (iv) has, to the knowledge of the Borrower, any basis to reasonably expect that Holdings, the Borrower or any Subsidiary will become subject to any Environmental Liability.

(c) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (a) there are no strikes or other labor disputes against Holdings, the Borrower or any Subsidiary pending or, to the knowledge of the Borrower, threatened in writing and (b) none of the Borrower or the Subsidiaries have been in violation of the Fair Labor Standards Act or any other Requirements of Law dealing with wage and hour matters.

Section 3.07 Compliance with Laws; Health Care Laws.

(a) Each of Holdings, the Borrower and each Subsidiary is in compliance with all Requirements of Law (including Health Care Laws and Data Protection Requirements) applicable to it or its property except, where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Each of Holdings, the Borrower and each Subsidiary is in compliance in all material respects with all applicable regulations governing contact with consumers, including the Telephone Consumer Protection Act.

(b) Health Care Permits. Each of Holdings, the Borrower, and each Subsidiary holds, and at all times during the six calendar years immediately preceding the Effective Date has held, all Health Care Permits necessary for it to own, lease, sublease or operate its assets or to conduct its business or operations as presently conducted. All such Health Care Permits are, and at all times during the six calendar years immediately preceding the Effective Date have been, in full force and effect and there is and has been no default under, violation of, or other noncompliance with the terms and conditions of any such Health Care Permit. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, has resulted or would result in the suspension, revocation, termination, restriction, limitation, modification or non-renewal of any Health Care Permit. No Governmental Authority has taken, or to the knowledge of any Loan Party intends to take, action to suspend, revoke, terminate, place on probation, restrict, limit, modify or not renew any Health Care Permit.

(c) Licensed Personnel. The Licensed Personnel have complied and currently are in compliance with all applicable Health Care Laws, and hold and, at all times that such Persons have been Licensed Personnel, have held, all professional licenses and other Health Care Permits required in the performance of such Licensed Personnel's duties, including maintaining an active and unrestricted license as an agent or broker in each applicable jurisdiction to the extent required, and each such Health Care Permit is in full force and effect.

(d) Prohibited Transactions. None of Holdings, the Borrower or any Subsidiary, nor any officer, affiliate, employee or agent of any such entity, including any of the Licensed Personnel directly or indirectly, has (i) offered or paid or solicited or received any remuneration, in cash or in kind, or made any financial arrangements, in violation of any Health Care Law; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) in violation of any Health Care Law; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the laws of any Governmental Authority having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any person with the intention or understanding that any part of such payment would be in violation of any Health Care Law or used or was given for any purpose other than that described in the documents supporting such payment; or (vi) otherwise engaged in any marketing, solicitation, or consumer outreach in violation of any Health Care Law, including the Medicare Marketing and Communication Guidelines.

(e) Exclusion. None of Holdings, the Borrower or any Subsidiary, nor any owner, officer, director, partner, agent, managing employee or Person with a "direct or indirect ownership interest" (as

that phrase is defined in 42 C.F.R. § 420.201) in any such entity, nor any Licensed Personnel, has been (or, has been threatened to be) (i) excluded from Medicare or Medicaid pursuant to 42 U.S.C. § 1320a-7 and related regulations, (ii) “suspended” or “debarred” from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation, relating to debarment and suspension applicable to federal government agencies generally (42 C.F.R. Subpart 9.4), or other applicable laws or regulations, (iii) debarred, disqualified, suspended or excluded from participation from Medicare or Medicaid or is listed on the General Services Administration list of excluded parties, nor is any such debarment, disqualification, suspension or exclusion threatened or pending, or (iv) made a party to any other action by any Governmental Authority that may prohibit it from selling products or providing services to any governmental or other purchaser pursuant to any federal, state or local laws or regulations.

(f) Corporate Integrity Agreement. None of Holdings, the Borrower or any Subsidiary, nor any owner, officer, director, partner, agent, managing employee or Person with a “direct or indirect ownership interest” (as that phrase is defined in 42 C.F.R. §1001.1001) in any such entity, nor any Licensed Personnel, is a party to, or bound by, any order, individual integrity agreement, corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement, or other formal or informal agreement with any Governmental Authority concerning compliance with Health Care Laws.

(g) HIPAA. To the extent that Holdings, the Borrower or any Subsidiary creates, maintains, transmits, or receives protected health information as defined under 45 C.F.R. 160.103 as a business associate, as defined therein, Holdings, Borrower, or any Subsidiary, as applicable: (i) is in compliance with HIPAA; (ii) without limiting the generality of the foregoing, (A) has designed a security official responsible for the development of the entity’s privacy and security compliance infrastructure; (B) has entered into, and complies with the terms of, business associate agreements as required; (C) has provided regular training to its workforce in compliance with HIPAA; (D) has adopted privacy and security compliance policies and procedures in compliance with HIPAA; and (E) has completed regular security risk analyses in compliance with HIPAA and has addressed and remediated all material threats, vulnerabilities, and deficiencies that have been identified.

Section 3.08 Investment Company Status. None of Holdings, the Borrower or any other Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended from time to time.

Section 3.09 Taxes. Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Holdings, the Borrower and each Subsidiary (a) have timely filed or caused to be filed all Tax returns required to have been filed and (b) have paid or caused to be paid all Taxes required to have been paid (whether or not shown on a Tax return) including in their capacity as tax withholding agents, except any Taxes (i) that are not overdue by more than 30 days or (ii) that are being contested in good faith by appropriate proceedings; provided that Holdings, the Borrower or such Subsidiary, as the case may be, has set aside on its books adequate reserves therefor in accordance with GAAP.

Section 3.10 ERISA; Foreign Pension Plans.

(a) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws and regulations and each Foreign Pension Plan is in compliance with all applicable laws and regulations.

(b) No ERISA Event has occurred and, except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, no ERISA Event is expected to occur. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan and (ii) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(c) As of the Effective Date, neither any Loan Party nor any ERISA Affiliate maintains, contributes to or has any liability (whether actual or contingent) with respect to any Plan, Multiemployer Plan or Foreign Pension Plan. The present value of all accumulated benefit obligations of all underfunded

Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$100,000 the fair market value of the property of all such underfunded Plans.

(d) As of the Effective Date, no Loan Party is (i) an employee benefit plan subject to Part IV of Subtitle B of Title I of ERISA, (ii) a plan or account described in Section 4975 of the Code to which Section 4975 of the Code applies, or (iii) an entity deemed to hold “plan assets” (within the meaning of Section 3(42) of ERISA) of any such plans or accounts.

Section 3.11 Disclosure.

(a) The written information or written data (taken as a whole) heretofore or contemporaneously furnished by the Borrower, any of its Subsidiaries or any of their respective authorized representatives to any Agent or any Lender on or before the Effective Date (including all such information contained in the Loan Documents) for purposes of, or in connection with, this Agreement or any transaction contemplated hereby, is correct in all material respects and does not contain any untrue statement of material fact and does not omit to state any material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made; it being understood and agreed that for purposes of this Section 3.11, such information and data shall not include projections (including financial estimates, forecasts and other forward-looking information), pro forma financial information or information of a general economic or industry specific nature; provided that, with respect to projected and pro forma financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery; it being understood that such projected and pro forma financial information is as to future events and not to be viewed as facts, is subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and the Subsidiaries, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

(b) As of the Effective Date, the information included in the Beneficial Ownership Certification with respect to any beneficial owner (as defined in the Beneficial Ownership Regulation) of the Borrower, is true and correct in all material respects to the best of the beneficial owner’s knowledge.

Section 3.12 Subsidiaries. As of the Effective Date, Schedule 3.12 sets forth the name of, and the ownership interest of Holdings and each Subsidiary in, each Subsidiary.

Section 3.13 Intellectual Property; Licenses, Etc. Except as could not reasonably be expected to have a Material Adverse Effect, each of the Borrower and each Subsidiary owns, licenses or possesses the right to use, all of the rights to Intellectual Property that are reasonably necessary for the operation of its business as currently conducted, and, to the knowledge of the Borrower, without conflict with the rights of any Person. To the knowledge of the Borrower, the Borrower or each Subsidiary do not, in the operation of their businesses as currently conducted, infringe upon any Intellectual Property rights held by any Person except for such infringements, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the Intellectual Property owned by Holdings, the Borrower or any Subsidiary is pending or, to the knowledge of the Borrower, threatened in writing against the Borrower or any Subsidiary, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 3.14 Solvency. On the Effective Date, and after giving effect to the Transactions, the Loan Parties, on a consolidated basis, are Solvent.

Section 3.15 Federal Reserve Regulations. No part of the proceeds of the Loans will be used, directly or indirectly, to purchase or carry any margin stock or to refinance any Indebtedness originally incurred for such purpose, or for any other purpose that entails a violation (including on the part of any Lender) of the provisions of Regulations U or X of the Board of Governors.

Section 3.16 Security Interest in Collateral. Subject to the provisions of this Agreement (including, without limitation, all Collateral delivered after the Effective Date pursuant to Section 5.12) and the other relevant Loan Documents, the Security Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Collateral Agent, for the benefit of itself and

the other Secured Parties, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Upon the satisfaction of the applicable Perfection Requirements, such Liens constitute perfected Liens (with the priority that such Liens are expressed to have under the relevant Security Documents) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Loan Documents) securing the Secured Obligations, in each case as and to the extent set forth therein.

Section 3.17 USA Patriot Act, OFAC and FCPA.

(a) None of Holdings, the Borrower or the Subsidiaries will use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of funding or financing (i) any activities of or business with any Person who is the target of applicable Sanctions, or in or with any country or territory that is the target of comprehensive Sanctions (as of the Effective Date, the Crimea region of Ukraine, Cuba, Iran, Syria, North Korea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic) (each, a "Sanctioned Country"), or (ii) any other transaction that would constitute or give rise to a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor, lender or otherwise) of Sanctions.

(b) None of Holdings, the Borrower or the Subsidiaries will use the proceeds of the Loans (i) for any payments, gifts, or the provision of anything of value to any governmental official, employee or representative, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity for any such Person, in order to obtain, retain or direct business or obtain any improper advantage, or otherwise in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") or (B) other anti-corruption laws applicable to Holdings, the Borrower or the Subsidiaries (together with the FCPA, "Anti-Corruption Laws"), or (ii) in violation of Title III of the USA Patriot Act.

(c) Each of Holdings, the Borrower and the Subsidiaries is in compliance in all material respects with applicable Sanctions.

(d) Each of Holdings, the Borrower and the Subsidiaries is in compliance in (i) in all material respects with Title III of the USA Patriot Act and (ii) other than as could not reasonably be expected to result in a Material Adverse Effect, and Anti-Corruption Laws.

(e) None of the Loan Parties or the Subsidiaries or, to the knowledge of Holdings and the Borrower, any director, officer, employee of the Loan Parties or the Subsidiaries or any agent acting on their behalf, is an individual or entity: (i) currently on OFAC's list of Specially Designated Nationals and Blocked Persons or other applicable Sanctions-related lists ("Sanctioned Person"); (ii) located, organized or resident in a Sanctioned Country; (iii) owned 50 percent or more, directly or indirectly, by any such Sanctioned Person, or (iv) that is otherwise the subject or target of Sanctions.

(f) Each of Holdings, the Borrower and the Subsidiaries have implemented policies and procedures designed to ensure compliance of such Parties and the respective directors, officers, employees, and agents acting on their behalf with Sanctions and Anti-Corruption Laws.

Section 3.18 Cybersecurity Procedures. Each of the Borrower and its Subsidiaries has undertaken commercially reasonable measures designed to protect, in all material respects, the security of the computer systems owned by the Borrower or such Subsidiaries, and the data and information stored thereon, from authorized use, access or modification by third parties, except, in each case, as would not reasonably be expected to have a Material Adverse Effect.

Article IV

CONDITIONS

Section 4.01 Effective Date. The effectiveness of this Agreement is subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received each of the following, each of which shall be originals or “pdf” files unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each in a form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders:

(i) executed counterparts of this Agreement from Holdings, the Borrower, the Lenders listed on the signature pages hereto and the Administrative Agent;

(ii) executed counterparts of each Security Document, duly executed by each Loan Party party thereto and each applicable Agent party thereto, together with evidence that the Collateral and Guarantee Requirement has been satisfied, including to the extent constituting Collateral and required to be pledged under the terms of the Collateral Agreement or this Agreement, but in any event subject to Section 5.14, certificates, if any, representing the pledged equity and accompanied by undated stock powers executed in blank (or stock transfer forms, as applicable) and (if applicable) instruments evidencing pledged debt indorsed in blank (or accompanied by instruments of transfer, as applicable);

(iii) a certificate of each Loan Party, dated as of the Effective Date, executed by a Responsible Officer of each such Loan Party, in form and substance reasonably satisfactory to the Administrative Agent, (x) certifying (1) that attached thereto are true, correct and complete copies of the Organizational Documents of the Loan Parties (including all amendments thereto), certified, to the extent applicable, as of a recent date by the applicable Governmental Authority of the jurisdiction of organization of each of Holdings and the Borrower, (2) as to the names, incumbent offices and signature of the Responsible Officers of each of the Loan Parties authorized to sign and deliver this Agreement and the other Loan Documents, and (y) attaching the documents referred to in clauses (iv) and (v) below;

(iv) a certificate of good standing (to the extent such concept exists) from the applicable secretary of state or other relevant Governmental Authority of the jurisdiction of organization of each of Loan Party;

(v) a copy of the resolutions of the Board of Directors or other governing body, as applicable, of each Loan Party (or a duly authorized committee thereof) authorizing the execution, delivery and performance of this Agreement and all agreements relating hereto to which it is a party;

(vi) a customary legal opinion of each of Kirkland & Ellis LLP and Polsinelli, counsel to Holdings and the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate of the Borrower, dated the Effective Date and confirming compliance with the conditions set forth in Sections 4.02(a) and (b) hereof; and

(viii) a certificate from the chief financial officer or other Responsible Officer of the Borrower attesting to the Solvency of the Borrower and its subsidiaries on a consolidated basis after giving effect to the Transactions on the Effective Date.

(b) On or prior to the Closing Date, the confirmation order with respect to the Bankruptcy Plan shall be entered in form and substance reasonably satisfactory to the Required Lenders (and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required Lenders) and the effective date of the Bankruptcy Plan shall have occurred.

(c) The Bankruptcy Court shall have approved (i) this Agreement and, as applicable, all definitive documentation in connection therewith and (ii) all actions to be taken, undertakings to be made

and obligations to be incurred by the Loan Parties in connection with this Agreement and all Liens and other security to be granted by the Loan Parties in connection with this Agreement (all such approvals to be evidenced by the entry of an order by the Bankruptcy Court which is in full force and effect and has not been stayed or modified and is reasonably acceptable in form and substance to the Required Lenders).

(d) [reserved].

(e) All fees and reasonable, documented out-of-pocket expenses required to be paid by (or on behalf of) the Borrowers to the Administrative Agent and the Lenders on or before the Effective Date (including (i) fees pursuant to the Fee Letter and (ii) all reasonable and documented out-of-pocket costs and expenses of each of Akin, Cahill, FTI and RPA) shall have been paid (or shall be paid substantially concurrently with the funding of the Loans on the Effective Date) in full in cash (and in the case of expenses, to the extent invoiced on or prior to the Effective Date), and the Administrative Agent shall have received a fully executed copy of the Fee Letter.

(f) Since the Petition Date, there has been no Material Adverse Effect.

(g) No later than three (3) Business Days in advance of the Effective Date, the Administrative Agent and the Lenders shall have received all documentation and other information reasonably requested by the Administrative Agent (on behalf of itself or any Lender) and the Lenders in writing at least seven (7) Business Days in advance of the Effective Date, which documentation or other information (including a Beneficial Ownership Certification) is requested in connection with Anti-Corruption Laws, including applicable “know your customer” rules and regulations, including the USA Patriot Act, and Sanctions.

Section 4.02 Each Credit Event. The effectiveness of this Agreement and the obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct in all respects on the date of such credit extension or on such earlier date, as the case may be.

(b) At the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing.

(c) The Administrative Agent shall have received a Borrowing Request in accordance with the requirements hereof.

Each Borrowing (provided that a conversion or a continuation of a Borrowing shall not constitute a “Borrowing” for purposes of this Section) after the Effective Date shall be deemed to constitute a representation and warranty by the Borrower on the date of the applicable Borrowing as to the matters specified in clauses (a) and (b) of this Section.

Article V

AFFIRMATIVE COVENANTS

Until the Termination Date shall have occurred, each of Holdings (solely with respect to Sections 5.04, 5.05 and 5.12) and the Borrower covenants and agrees with the Lenders that:

Section 5.01 Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent (for further distribution by the Administrative Agent to the Lenders):

(a) commencing with the fiscal year ending December 31, 2026, as soon as available, but in any event within 120 days (or, in the case of the fiscal year ending December 31, 2026, 150 days) after the end of each fiscal year of the Borrower, the audited consolidated balance sheet of the Borrower as at the end of such fiscal year, and the related audited consolidated statements of operations and consolidated statements of comprehensive income, consolidated statements of changes in members' equity and consolidated audited statements of cash flows of the Borrower for such fiscal year, and related notes and related explanations thereto, setting forth in each case, in comparative form, the figures for the preceding fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards, without a qualification or explanatory paragraph as to going concern as defined by Statement on Accounting Standards AU-C Section 570 "The Auditor's Consideration of an Entity's Ability to Continue as a Going Concern" (or any similar statement under any amended or successor rule as may be adopted by the Auditing Standards Board from time to time) or as to the scope of the audit (other than, in each such case, solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under this Agreement), to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial position and consolidated results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of the end of and for such year on a consolidated basis in accordance with GAAP consistently applied;

(b) [reserved];

(c) commencing with the fiscal month ended July 31, 2026, as soon as available, but in any event within 45 days (or, in the case of the fiscal month ending on September 30, 2026, 60 days) after the end of each fiscal month of each fiscal year of Parent (other than for any fiscal month ending December, for which no financial statements pursuant to this Section 5.01(c) will be required), the unaudited consolidated balance sheet of Parent as at the end of such fiscal month and the related unaudited consolidated statements of operations and unaudited consolidated statements of comprehensive income, unaudited consolidated statements of changes in members' equity and consolidated unaudited statements of cash flows for such fiscal month and for the elapsed portion of the fiscal year ended with the last day of such fiscal month, and the related unaudited consolidated statement of cash flow for the portion of the fiscal year ended with the last day of such fiscal month, and setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheets, as of the end of) the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the consolidated financial position and consolidated results of operations and cash flows of Parent and its consolidated Subsidiaries as of the end of and for such fiscal month (except in the case of cash flows) and such portion of the fiscal year on a consolidated basis in accordance with GAAP consistently applied, subject to changes resulting from audit and normal year-end audit adjustments and to the absence of footnotes, together with a report of all actual collections received and all actual disbursements made, in each case, by the Borrower and its Subsidiaries during such fiscal month, with a breakdown by source or business line to the extent reasonably practicable.

(d) [reserved];

(e) concurrently with any delivery of financial statements under clause (a) or (c) above, a Compliance Certificate of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) [reserved], (iii) [reserved] and (iv) setting forth a reasonably detailed calculation of the Net Proceeds received during the applicable period by or on behalf of the Borrower or any Subsidiary in respect of any Disposition/Casualty Prepayment Event and the portion of such Net Proceeds that has been invested or is intended to be reinvested in accordance with the first proviso in Section 2.11(c);

(f) [reserved];

(g) not later than 75 days after the commencement of each fiscal year of the Borrower, a detailed consolidated budget, which may be in draft form, for the Borrower and its Subsidiaries for such fiscal year in a form customarily prepared by the Borrower;

(h) [reserved];

(i) [reserved];

(j) as soon as available, and in any event, within five Business Days after the end of each week of the Parent and its Subsidiaries (commencing with the first full week following the Effective Date), a calculation of the Liquidity of the Borrower and its Subsidiaries as of the close of business of the last Business Day of such calendar week, in form and substance satisfactory to the Administrative Agent;

(k) [reserved];

(l) [reserved]; and

(m) promptly following any request therefor, such other information (which may be in the form of an officer's certificate) regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent on its own behalf or on behalf of any Lender may reasonably request in writing; provided that none of the Borrower or any of its Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by law or any binding confidentiality agreement or (iii) is subject to attorney-client or similar privilege or constitutes attorney work product.

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 5.01 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the Form 10-K or 10-Q (or the equivalent), as applicable, of the Borrower (or another Parent Entity) filed with the SEC or (B) the applicable financial statements of the Borrower (or any Parent Entity of the Borrower); provided that, in the case of any Form 10-K or 10-Q or other delivery of financial statements to the extent such information relates to a Parent Entity, such information is accompanied by consolidating information, which may be unaudited, that explains in reasonable detail the differences between the information relating to such Parent Entity and its consolidated subsidiaries, on the one hand, and the information relating to the Borrower and its consolidated Subsidiaries on a stand-alone basis, on the other hand, and to the extent such information is in lieu of information required to be provided under Section 5.01(a), such materials are accompanied by a report and opinion of Ernst & Young LLP or any other independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards, without any qualification or explanatory paragraph related to going concern as defined by Statement on Accounting Standards AU-C Section 570 "The Auditor's Consideration of an Entity's Ability to Continue as a Going Concern" (or any similar statement under any amended or successor rule as may be adopted by the Auditing Standards Board from time to time) or as to the scope of the audit (other than solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under this Agreement).

Documents required to be delivered pursuant to Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the earlier of the date (A) on which the Borrower posts such documents, or provides a link thereto, on the Borrower's or one of its Affiliates' website on the Internet or (B) on which such documents are posted on the Borrower's behalf on Syndtrak or another website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver such documents to the Administrative Agent upon its reasonable request until a written notice to cease delivering such documents is given by the Administrative Agent and (ii) the Borrower shall notify the Administrative Agent (by electronic mail) of the posting of any such documents and upon its reasonable request, provide to the Administrative Agent by electronic mail electronic

versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or maintain paper copies of the documents referred to above, and each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Company Materials") by posting the Company Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material nonpublic information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will, upon the Administrative Agent's reasonable request, use commercially reasonable efforts to identify that portion of the Company Materials that may be distributed to the Public Lenders and that (i) all such Company Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Company Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Company Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its respective Affiliates or its and their respective securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Company Materials constitute Information, they shall be treated as set forth in Section 9.12); (iii) all Company Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (iv) the Administrative Agent shall be entitled to treat any Company Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

Notwithstanding anything to the contrary in this Article V, and for the avoidance of doubt, anything disclosed, examined inspected or otherwise made available pursuant to this Article V shall be subject to the provisions of Section 9.12.

Notwithstanding anything to the contrary in this Credit Agreement neither the Borrower nor the other Loan Parties shall provide personally identifiable information or PII (as defined by HIPAA) related to any customers of the Loan Parties to the Lenders.

Section 5.02 Notices of Material Events. Promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof, the Borrower will furnish to the Administrative Agent (for distribution to each Lender through the Administrative Agent) written notice of the following:

- (a) the occurrence of any Default or any Event of Default;
- (b) (1) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of a Financial Officer or another senior executive officer of Holdings or the Borrower, affecting Holdings, the Borrower or any of its Subsidiaries or (2) the receipt of a written notice of an Environmental Liability or the occurrence of an ERISA Event, or liability with respect to a Foreign Pension Plan, in each case that could, individually or in connection with any other event or liability, reasonably be expected to result in a Material Adverse Effect; and
- (c) the occurrence of any other event or development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a written statement of a Responsible Officer of Holdings or the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Information Regarding Collateral. The Borrower will furnish to the Administrative Agent promptly after the occurrence thereof (and in any event within 10 days or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (i) in any Loan Party's legal name (as set forth in its certificate of organization or like document), (ii) in the jurisdiction of incorporation or organization or the location of the chief executive office of any Loan Party or in the form of its organization or (iii) in any Loan Party's organizational identification number to the extent that such Loan Party is organized or owns Mortgaged Property in a jurisdiction where an organizational identification number is required to be included in a UCC financing statement for such jurisdiction.

Section 5.04 Existence; Conduct of Business. Each of Holdings and the Borrower will, and will cause each Subsidiary to, do or cause to be done all things necessary to obtain, preserve, renew, and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks, trade names and all other Intellectual Property material to the conduct of its business, in each case (other than the preservation of the legal existence of Holdings and the Borrower) to the extent that the failure to do so could reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or 6.06 or any Disposition permitted by Section 6.05.

Section 5.05 Payment of Taxes, Etc. Each of Holdings and the Borrower will, and will cause each Subsidiary to, pay its obligations in respect of Taxes before the same shall become delinquent or in default, except (a) where the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, or (b) for Taxes that are being contested in good faith by appropriate proceedings for which adequate reserves have been made in accordance with GAAP.

Section 5.06 Maintenance of Properties. The Borrower will, and will cause each Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. In the event of the Release or presence of any Hazardous Material on any real property of the Borrower or any Subsidiary, the Borrower and its Subsidiaries, upon discovery thereof, shall take all reasonable and necessary steps to initiate and expeditiously complete all response, corrective and other action required under Environmental Laws or by a Governmental Authority to mitigate and eliminate any related Environmental Liability, and shall keep the Administrative Agent informed of their actions and the results of such actions as the Administrative Agent shall reasonably request, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.07 Insurance. The Borrower will, and will cause each Subsidiary to, maintain, with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of the management of the Borrower) are reasonable and prudent in light of the size and nature of its business; and will furnish to the Lenders, upon the reasonable written request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried. Subject to Section 5.14, each such policy of insurance maintained by a Loan Party shall (i) in the case of any liability policies, name the Collateral Agent and the Secured Parties as additional insureds thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (excluding any business interruption insurance, workers' compensation policy or employee liability policy), contain an additional loss payable/mortgagee clause or endorsement that names Collateral Agent, on behalf of the Secured Parties, as an additional loss payee/mortgagee thereunder. If any portion of any Mortgaged Property subject to FEMA rules and regulations is at any time located in an area identified by FEMA (or any successor agency) as a Special Flood Hazard Area with respect

to which flood insurance has been made available under the Flood Insurance Laws, then the Borrower shall, or shall cause the relevant Loan Party to, (i) maintain or cause to be maintained, flood insurance sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance, which evidence complies with applicable Flood Insurance Laws and rules and regulations promulgated pursuant thereto.

Section 5.08 Books and Records; Inspection and Audit Rights. The Borrower will, and will cause each Subsidiary to, maintain proper books of record and account in which entries that are full, true and correct in all material respects and are in conformity with GAAP (or applicable local standards) consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdings, the Borrower or the Subsidiaries, as the case may be. The Borrower will, and will cause each Subsidiary to, permit any representatives designated by the Administrative Agent, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that, only the Administrative Agent on behalf of the Lenders may exercise visitation and inspection rights of the Administrative Agent and the Lenders under this Section 5.08 and the Administrative Agent shall not exercise such rights more often than one time during any calendar year absent the existence of an Event of Default, which visitation and inspection shall be at the reasonable expense of the Borrower; provided, further that (i) when an Event of Default exists and is continuing, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice and (ii) the Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary, none of Holdings, the Borrower or any Subsidiary will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (A) that constitutes non-financial trade secrets or non-financial proprietary information, (B) in respect of which disclosure to any Agent or any Lender (or their respective representatives or contractors) is prohibited by Requirements of Law or any binding confidentiality agreement or (C) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.09 Compliance with Laws. The Borrower will, and will cause each Subsidiary to, comply with its Organizational Documents and all Requirements of Law (including Environmental Laws, ERISA, Health Care Laws and Data Protection Requirements) applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Use of Proceeds. The proceeds of the New Money Term Loans on the Effective Date shall be used to pay the Transaction Costs, fund distributions pursuant to the Bankruptcy Plan and to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries. The Borrower will not, and will procure that its Subsidiaries will not, use the proceeds of the Loans: (i) for the purpose of funding or financing (A) any activities of or business with any Person who is the target of applicable Sanctions, or in or with any Sanctioned Country or (B) any other transaction that would constitute or give rise to a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor, lender or otherwise) of Sanctions; or (ii) for any payments, gifts or the provision of anything of value to any governmental official, employee or representative, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity for any such Person, in order to obtain, retain or direct business or obtain any improper advantage, in violation of Anti-Corruption Laws.

Section 5.11 Additional Subsidiaries. If any additional Subsidiary is formed or acquired after the Effective Date, including, without limitation, upon the formation of any Subsidiary that is a Divided Delaware LLC and is not otherwise an Excluded Subsidiary, the Borrower will, within 30 days (or such longer period as the Administrative Agent shall reasonably agree) after such newly formed or acquired Subsidiary is formed or acquired (unless such Subsidiary is an Excluded Subsidiary and not otherwise required under the Loan Documents), notify the Administrative Agent thereof, and all actions (if any) required to be taken with respect to such newly formed or acquired Subsidiary in order to satisfy the Collateral and Guarantee Requirement shall have been taken with respect to such Subsidiary, the assets of such Subsidiary and with respect to any Equity Interest in such Subsidiary owned by or on behalf of any Loan Party within 30 days after such formation or

acquisition (or such longer period as the Administrative Agent shall reasonably agree); provided that any Subsidiary ceasing to be an Excluded Subsidiary shall constitute the formation or acquisition of a Subsidiary for purposes of this Section 5.11.

Section 5.12 Further Assurances.

(a) Each of Holdings and the Borrower will, and will cause each Loan Party to, 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, account control agreements and other documents), that may be required under any applicable law and that the Administrative Agent or the Required Lenders may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times, all at the expense of the Loan Parties.

(b) If, after the Effective Date, any assets (including any Material Real Property) are acquired by the Borrower or any other Loan Party (including any acquisition of any material assets upon the formation of any Subsidiary that is a Divided Delaware LLC and is not otherwise an Excluded Subsidiary) or are owned by any Subsidiary on or after the time it becomes a Loan Party pursuant to Section 5.11 that are intended to be subject to the Liens created by any Security Document but are not so subject to a Lien thereunder (other than assets (i) constituting Collateral under a Security Document that have already become subject to the Lien created by such Security Document upon acquisition thereof or (ii) constituting Excluded Assets), the Borrower will promptly notify the Administrative Agent thereof, and, within 30 days after such acquisition (or such longer period as the Administrative Agent shall reasonably agree), the Borrower will cause such assets to be subjected to a Lien securing the Secured Obligations and will take and cause the other Loan Parties to take, such actions as shall be necessary and reasonably requested by the Administrative Agent and to satisfy the Collateral and Guarantee Requirement.

(c) If, after the Effective Date, any deposit account, securities account or commodity account is opened or is held by the Borrower or any other Loan Party (including through any permitted Investment or following the formation of any Subsidiary) and is not otherwise an Excluded Account, each of Holdings and the Borrower will, and will cause each Loan Party to, execute an Account Control Agreement to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times. Notwithstanding the foregoing, the Loan Parties may close accounts (including Controlled Accounts) and/or open accounts (including Controlled Accounts) without the Administrative Agent's consent, subject to the prompt execution and delivery to the Administrative Agent of an Account Control Agreement with respect to any account (other than any Excluded Account) established or acquired after the Effective Date. The Administrative Agent shall execute any requested and customary notice of termination to the account bank at which such Controlled Account has been maintained; provided that the Loan Parties provide to the Administrative Agent an Account Control Agreement for a replacement Controlled Account consistent with clause (e) of the definition of "Collateral and Guarantee Requirements". For the avoidance of doubt, the Loan Parties may open or close Excluded Accounts at any time, without requirement of delivery of an Account Control Agreement. No notice of control may be issued by the Collateral Agent to the account bank under any Account Control Agreement unless an Event of Default is continuing.

Section 5.13 Compliance with Health Care Laws.

(a) Without limiting or qualifying Section 5.09 hereof or any other provision of this Agreement, each of Holdings, Borrower and each Subsidiary will comply with all applicable Health Care Laws relating to the operation of such Person's business.

(b) Each of Holdings, Borrower and each Subsidiary shall:

(i) obtain, maintain and preserve, and take all necessary action to timely renew, all material Health Care Permits which are necessary or useful in the proper conduct of its business;

(ii) cause all Licensed Personnel to comply with all applicable Health Care Laws in the performance of their duties to or for any such entity, and to maintain in full force and effect all professional licenses and other Health Care Permits required to perform such duties; and

(iii) keep and maintain all records required to be maintained by any Governmental Authority or otherwise under any Health Care Law.

(c) Each of Holdings, Borrower and each Subsidiary shall maintain a corporate and health care regulatory compliance program (“CCP”) which addresses the requirements of Health Care Laws, including without limitation HIPAA and includes at least the following components and allows the Administrative Agent and/or any consultants from time to time to review such CCP: (i) standards of conduct and procedures that describe compliance policies regarding laws with an emphasis on prevention of fraud and abuse; (ii) a specific officer within high-level personnel identified as having overall responsibility for compliance with such standards and procedures; (iii) training and education programs which effectively communicate the compliance standards and procedures to employees and agents, including, without limitation, fraud and abuse laws and illegal billing practices; (iv) auditing and monitoring systems and reasonable steps for achieving compliance with such standards and procedures including, without limitation, publicizing a report system to allow employees and other agents to anonymously report criminal or suspect conduct and potential compliance problems; (v) disciplinary guidelines and consistent enforcement of compliance policies including, without limitation, discipline of individuals responsible for the failure to detect violations of the CCP; and (vi) mechanisms to immediately respond to detected violations of the CCP.

Section 5.14 Certain Post-Closing Obligations. As promptly as practicable, and in any event within the time periods after the Effective Date specified in Schedule 5.14 or such later date as the Administrative Agent agrees to in writing, in its sole discretion, Holdings, the Borrower and each other Loan Party, as applicable, shall deliver the documents or take the actions specified on Schedule 5.14.

Article VI

NEGATIVE COVENANTS

Until the Termination Date shall have occurred, each of Holdings (solely with respect to Section 6.06) and the Borrower covenants and agrees with the Lenders that:

Section 6.01 Indebtedness; Certain Equity Securities.

(a) The Borrower will not, and will not permit any Subsidiary to, incur or permit to exist any Indebtedness, except:

(i) Indebtedness of the Borrower and the Subsidiaries under the Loan Documents on the Effective Date (or as amended in accordance with Section 6.14 and Section 9.02);

(ii) Indebtedness (A) outstanding on the Effective Date; provided that such Indebtedness shall only be permitted under this clause (ii) if set forth on Schedule 6.01, and (B) any Permitted Refinancing thereof;

(iii) Guarantees by the Borrower and the Subsidiaries in respect of Indebtedness of the Borrower or any Subsidiary otherwise permitted hereunder; provided that (A) if the Indebtedness being guaranteed is subordinated to the Loan Document Obligations, such Guarantee shall be subordinated to the Loan Document Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the subordination of such Indebtedness, (B) any guarantee by the Borrower or any Loan Party of Indebtedness of a Subsidiary that is not a Loan Party is expressly permitted under Section 6.04 and shall be unsecured and subordinated to the Loan Document Obligations other than as required in the ordinary course of business operations and not in connection with obtaining corporate debt or equity financing and (C) in no event shall this clause (iii) be used for any guarantee by a Subsidiary that is not a Loan Party of Indebtedness for borrowed money of a Loan Party;

(iv) Indebtedness of the Borrower or any Subsidiary owing to the Borrower or any Subsidiary to the extent permitted by Section 6.04; provided that all such Indebtedness of any Loan Party owing to any Subsidiary that is not a Loan Party shall be unsecured and subordinated to the Loan Document Obligations pursuant to the Intercompany Note or otherwise on terms at least as favorable to the Lenders as those set forth in the form of Intercompany Note;

(v) (A) Indebtedness (including Financing Lease Obligations) of the Borrower or any Subsidiary the proceeds of which are used to finance the acquisition, development, construction, repair, restoration, replacement, maintenance, upgrade, expansion or improvement of fixed or capital assets or other property (whether real or personal) (whether through the direct purchase of property or the Equity Interest of any person owning such property) or otherwise incurred in respect of Capital Expenditures; provided that such Indebtedness is incurred concurrently with or within 270 days after the applicable acquisition, development, construction, repair, restoration, replacement, maintenance, upgrade, expansion or improvement; provided further that, (x) at the time of any such incurrence of Indebtedness and after giving pro forma effect thereto and to the use of the proceeds thereof, the aggregate principal amount of Indebtedness then outstanding under this clause (v) shall not exceed \$7,500,000 and (y) no Indebtedness incurred pursuant to this clause (v) may be secured by any Lien other than a Lien incurred pursuant to Section 6.02(iv) and (B) any Permitted Refinancing thereof;

(vi) Indebtedness in respect of Swap Agreements Incurred in the ordinary course of business or consistent with past practice and, in each case, not for speculative purposes;

(vii) (A) Indebtedness of any Person that becomes a Loan Party (or of any Person not previously a Loan Party that is merged, consolidated or amalgamated with or into the Borrower or any other Loan Party) after the Effective Date as a result of an Acquisition Transaction or similar Investment permitted by this Agreement, or Indebtedness of any Person that is assumed by the Borrower or any other Loan Party in connection with an Acquisition Transaction or similar Investment or an acquisition of assets by the Borrower or such Loan Party permitted by this Agreement; provided that (1) such Indebtedness is not incurred in contemplation of such Acquisition Transaction or similar Investment or acquisition of assets, (2) other than with respect to a Limited Condition Transaction in which case, compliance with this proviso shall be determined in accordance with Section 1.08, after giving pro forma effect to the assumption of such Indebtedness and the transactions consummated in connection therewith, no Event of Default shall have occurred and be continuing or would result therefrom, (3) such Indebtedness is only the obligation of the Person and/or Person's subsidiaries that are acquired or that acquire the relevant assets and (4) at the time of such assumption thereof and after giving pro forma effect thereto, the aggregate principal amount of all Indebtedness pursuant to this clause (vii) shall not exceed \$2,500,000 and (B) any Permitted Refinancing thereof;

(viii) [Reserved];

(ix) Indebtedness representing deferred compensation to current and former officers, directors, managers, employees, consultants or independent contractors of the Borrower (and any Parent Entity) and the Subsidiaries incurred in the ordinary course of business;

(x) Indebtedness consisting of unsecured promissory notes issued by any Loan Party to current or former officers, managers, consultants, independent contractors, directors and employees or their respective estates, successors, Immediate Family Members or distributees to finance the purchase or redemption of Equity Interests of the Borrower (or any Parent Entity) permitted by Section 6.08(a)(v);

(xi) (A) Indebtedness arising from an agreement providing for indemnification obligations, payment obligations in respect of any non-compete, consulting or similar arrangement, or obligations in respect of purchase price (including earnouts) or other similar adjustments incurred in an Acquisition Transaction or similar Investment permitted by this

Agreement and any other Investment or any Disposition, in each case permitted under this Agreement and (B) Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance pursuant to any such agreement described in clause (A);

(xii) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred in the ordinary course of business to current or former directors, officers, employees, members of management, managers and consultants of the Borrower (or any Parent Entity) and/or any Subsidiary;

(xiii) Cash Management Obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements and Indebtedness arising from the honoring of a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds, in each case in the ordinary course of business;

(xiv) Indebtedness of the Borrower or any Subsidiary; provided that at the time of the incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of Indebtedness then outstanding in reliance on this clause (xiv) shall not exceed \$7,500,000;

(xv) Indebtedness consisting of (A) the financing of insurance premiums, (B) take-or-pay obligations contained in supply arrangements or (C) Guarantees of the obligations of suppliers, customers, franchisees and licensees of the Borrower and the Subsidiaries, in each case in the ordinary course of business or consistent with past practice;

(xvi) Indebtedness incurred by the Borrower or any Subsidiary in respect of letters of credit, bank guarantees, warehouse receipts, bankers' acceptances, or similar instruments issued or created, or related to obligations or liabilities (other than Indebtedness) incurred in the ordinary course of business or consistent with past practice, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims;

(xvii) obligations in respect of self-insurance and obligations in respect of performance, bid, appeal and surety bonds and performance, bankers acceptance facilities and completion guarantees, leases, government or trade contracts and similar obligations provided by the Borrower or any Subsidiary or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(xviii) Indebtedness comprising obligations in respect of take or pay contracts entered into the ordinary course of business or consistent with past practice;

(xix) [Reserved];

(xx) [Reserved];

(xxi) [Reserved];

(xxii) [Reserved];

(xxiii) [Reserved];

(xxiv) [Reserved];

(xxv) (A) Indebtedness of any Subsidiary that is not a Loan Party; provided that the aggregate principal amount of Indebtedness incurred in reliance on this Section 6.01(a)(xxv).

shall not exceed, at the time of incurrence thereof, and after giving pro forma effect thereto and the use of the proceeds thereof, \$2,500,000 in the aggregate during the term of this Agreement and (B) any Permitted Refinancing thereof;

(xxvi) [Reserved];

(xxvii) commission advances from insurance carriers made in the ordinary course of business or consistent with past practice;

(xxviii) [Reserved];

(xxix) [Reserved];

(xxx) Settlement Indebtedness in the ordinary course of business and consistent with past practice;

(xxxi) [reserved];

(xxxii) [reserved];

(xxxiii) [reserved];

(xxxiv) Indebtedness of the Loan Parties in an aggregate principal amount (with such principal amount to include any multiple on invested capital, “make-whole” (other than customary market “make-whole” amounts and/or other customary market call protection, but excluding any multiple on invested capital and/or similar premium), or similar premium) not to exceed \$35,000,000 at any time outstanding; provided that, (x) such Indebtedness shall be incurred for the purpose of funding unsecured payable settlements, (y) the Borrower shall have obtained the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) to such incurrence of Indebtedness and (z) all Lenders shall have been provided a reasonable opportunity to provide their pro rata share of such Indebtedness on the same terms (other than the right to receive customary administrative agency and other similar fees); provided, however, that with respect to any Indebtedness under this clause (xxxiv), (i) no such Indebtedness may be used to roll up or refinance in whole or in part any Indebtedness of the Borrower or its Subsidiaries, (ii) such Indebtedness may be secured by Liens that are *pari passu* with the Liens securing the Secured Obligations pursuant to the Equal Priority Intercreditor Agreement (or may be established hereunder by increasing the amount of the New Money Term Loans), (iii) no such Indebtedness may be secured by Liens that are senior to the Liens securing any of the Secured Obligations, (iv) no such Indebtedness may be senior in right of payment (whether pursuant to a waterfall, intercreditor agreement or otherwise) to the payment of the Loan Document Obligations (except that such Indebtedness may be established hereunder by increasing the amount of the New Money Term Loans), (v) no such Indebtedness may be secured by any assets other than the Collateral, (vi) no such Indebtedness may have any obligor that is not a Loan Party or otherwise have recourse to any Person other than any Loan Party; and (vii) no such Indebtedness (other than customary bridge loans, so long as any loans, notes, securities or other Indebtedness which are exchanged for or otherwise replace such bridge loans shall be subject to the requirements of this subclause) shall have a maturity date or a Weighted Average Life to Maturity that is earlier than the Initial Term Loan Maturity Date; and

(xxxv) all premiums (if any), interest (including post-petition interest), accretion or amortization of original issue discount, fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxxiv) above; provided, however this basket shall not permit any multiple on invested capital, “make-whole” (other than customary market “make-whole” amounts and/or other customary market call protection, but excluding any multiple on invested capital and/or similar premium), or similar premium in connection with any Indebtedness under clause (xxxiv) above.

(b) The Borrower will not, nor will it permit any of its Subsidiaries to, issue any Disqualified Equity Interests, except (x) Disqualified Equity Interests issued to and held by the Borrower or any Loan Party that is a direct or indirect wholly-owned subsidiary of the Borrower and (y) Disqualified Equity Interests issued after the Effective Date; provided that in the case of this clause (y), any such issuance of Disqualified Equity Interests shall be deemed to be an incurrence of Indebtedness and subject to the provisions set forth in Section 6.01(a).

Notwithstanding anything to the contrary herein, for purposes of this Section 6.01, if any Indebtedness (or a portion thereof) would be permitted pursuant to one or more provisions described therein, the Borrower may divide, classify and reclassify such Indebtedness (or a portion thereof) (it being understood that any reclassification of such Indebtedness from a basket or other non-incurrence based exception to a ratio incurrence based exception shall require concurrent notice to the Administrative Agent), in any manner that complies with the covenants set forth in this Section 6.01 so long as the Indebtedness (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification; provided that (i) all Indebtedness outstanding under the Loan Documents will be deemed to have been incurred in reliance only on the exception set forth in Section 6.01(a)(i) (except to the extent Indebtedness described in clause (xxxiv) is established by increasing the amount of the New Money Term Loans); (ii) [reserved]; and (iii) Indebtedness incurred under clause (xxxiv) may not be reclassified. The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01.

In addition, notwithstanding anything to the contrary herein, (i) except for Indebtedness incurred under Section 6.01(a)(vii) and secured by Liens permitted under Section 6.02(xi) (each as in effect on the Effective Date), any Indebtedness for borrowed money permitted to be incurred hereunder and secured by the Collateral shall only be permitted to be secured by Liens on the Collateral that rank on a junior priority basis to the Liens on the Collateral securing the Secured Obligations, (ii) no Indebtedness for borrowed money may be incurred by the Loan Parties that is senior in right of payment to the Secured Obligations, (iii) no Indebtedness for borrowed money may be secured by Liens on the Collateral that rank on a senior priority basis to the Liens on the Collateral securing the Secured Obligations, and (iv) no Indebtedness may be secured by Liens on the Collateral that rank on a pari passu priority basis with the Liens on the Collateral securing the Secured Obligations and (x) senior in payment priority to the Senior Takeback Term Loans other than the New Money Term Loans as in effect on the Effective Date or (y) senior in payment priority to the Junior Takeback Term Loans other than the New Money Term Loans and Senior Takeback Term Loans as in effect on the Effective Date; provided that (I) the foregoing clauses (i), (ii) and (iv) will not apply to Indebtedness incurred under Section 6.01(a)(i) or Section 6.01(a)(xxxiv) (or, in each case, to the extent incurred with respect to Indebtedness under the foregoing clauses, Section 6.01(a)(xxxv)), each as in effect on the Effective Date, and (II) the foregoing clauses (i) through (iv) will not apply to Indebtedness incurred in reliance on and in accordance with Section 9.02(b)(vii).

Section 6.02 Liens. The Borrower will not, nor will it permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) Liens existing on the Effective Date (provided that such Liens shall only be permitted under this Section 6.02(iii) if set forth on Schedule 6.02) and any modifications, Refinancing, replacements, renewals or extensions thereof (or successive modifications, Refinancings, replacements, renewals or extensions) upon or in the same assets thereto for subject to such Lien other than (1) after-acquired property that is affixed or incorporated into the property covered by such Lien, (2) after-acquired property subject to a Lien securing Indebtedness permitted under Section 6.01, the terms of which Indebtedness require or include a pledge of after-acquired property (it being understood that such requirement shall not be permitted to apply to any property to which such requirement would have not have applied but for such acquisition) and (3) the proceeds and products thereof;

(iv) Liens securing Indebtedness permitted under Section 6.01(a)(v); provided that (A) such Liens attach concurrently with or within 270 days after the acquisition, development, construction, repair, restoration, replacement, maintenance, upgrade, expansion or improvement (as applicable) of the property subject to such Liens, (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, except for accessions and additions to such property, replacements thereof and customary security deposits, related contract rights and payment intangibles, and the proceeds and the products thereof, and any lease of such property (including accessions thereto) and the proceeds and products thereof and (C) with respect to Financing Lease Obligations, such Liens do not at any time extend to or cover any assets (except for accessions and additions to such assets, replacements and products thereof and customary security deposits, related contracts rights and payment intangibles, and the proceeds and products of such assets) other than the assets subject to such Financing Lease Obligations; provided further that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(v) leases, licenses, subleases or sublicenses (including the provisions of software or the licensing of other Intellectual Property rights) and terminations thereof granted to others that are entered into in the ordinary course of business or consistent with past practice or that do not interfere in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole;

(vi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(vii) Liens (A) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (B) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking industry;

(viii) Liens (A) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 6.04 to be applied against the purchase price for such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment or any Disposition permitted under Section 6.05 (including any letter of intent or purchase agreement with respect to such Investment or Disposition) or (B) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 6.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(ix) Liens on property of any Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Subsidiary that is not a Loan Party, in each case, to the extent such Indebtedness is non-recourse to any Loan Party and is permitted under Section 6.01(a)(xxv);

(x) Liens granted by a Subsidiary that is not a Loan Party in favor of any Loan Party (other than Holdings), Liens granted by a Subsidiary that is not a Loan Party in favor of a Subsidiary that is not a Loan Party and Liens granted by a Loan Party (other than Holdings) in favor of any other Loan Party (other than Holdings);

(xi) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Subsidiary, in each case after the Effective Date; provided that (A) such Lien was not created in contemplation of such acquisition or such Person becoming a Subsidiary, (B) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted under this Agreement that require or include, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), and (C) the Indebtedness secured thereby is permitted under Section 6.01(a)(vii);

(xii) any interest or title (and all encumbrances and other matters affecting such interest or title) of a lessor or sublessor, licensor or sublicensor or secured by a lessor's or sublessor's, licensor's or sublicensor's interest under leases (other than leases constituting Financing Lease Obligations), subleases, licenses, cross licenses or sublicenses entered into by the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice, provided that any interest or title granted under any licenses, cross-licenses, or sublicenses is non-exclusive and does not materially interfere with the business of the Borrower and the Subsidiaries, taken as a whole;

(xiii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods by the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice;

(xiv) Liens deemed to exist in connection with Investments in repurchase agreements permitted under clause (e) of the definition of the term "Cash Equivalents";

(xv) Liens encumbering reasonable and customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business or consistent with past practice and not for speculative purposes;

(xvi) Liens that are contractual rights of setoff (A) relating to the establishment of depository relations with banks not given in connection with the incurrence of Indebtedness, (B) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business or consistent with past practice of the Borrower or any Subsidiary or (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Subsidiary in the ordinary course of business or consistent with past practice;

(xvii) ground leases in respect of real property on which facilities owned or leased by the Borrower or any Subsidiary are located and any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of Holdings or any Subsidiary;

(xviii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xix) [reserved];

(xx) other Liens; provided that at the time of incurrence of such Liens and the obligations secured thereby (after giving pro forma effect to any such obligations) the aggregate outstanding principal amount of obligations secured by Liens then outstanding in reliance on this clause (xx) shall not exceed \$7,500,000; provided further that, if such Liens are consensual Liens that are secured by the Collateral, then the holders of the Indebtedness or other obligations secured thereby (or a representative or trustee on their behalf) shall enter into a Junior Priority Intercreditor Agreement providing that the Liens on the Collateral securing such Indebtedness or other obligations shall rank junior to the Liens on the Collateral securing the Secured Obligations, but in any event shall not be required to enter into an Intercreditor Agreement if such Liens are on Collateral consisting solely of cash and Cash Equivalents that do not secure indebtedness for borrowed money; the Administrative Agent and the Collateral Agent, with the consent of the Required Lenders and Required Tranche B Lenders, shall be authorized to execute and deliver on behalf of the Secured Parties any Junior Priority Intercreditor Agreement to the extent necessary to effect the provisions contemplated by this Section 6.02(xx);

(xxi) Liens on cash and Cash Equivalents used to satisfy and discharge Indebtedness; provided such satisfaction and discharge is permitted hereunder;

(xxii) [reserved];

(xxiii) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(xxiv)(i) Liens on Equity Interests of Joint Ventures securing capital contributions to, or obligations of, such Persons or pursuant to the relevant Joint Venture agreement or arrangement, (ii) customary rights of first refusal and tag, drag and similar rights in Joint Venture agreements and (iii) Liens solely on any cash earnest money deposits made by the Borrower or any of its Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(xxv) [reserved];

(xxvi) Liens on cash and Cash Equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness for no longer than 60 days prior to such defeasance, discharge or redemption;

(xxvii) Liens on cash or Cash Equivalents securing Swap Agreements in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law and that are not entered into for speculative purposes and Liens securing Indebtedness permitted under Section 6.01(a)(xiii) or Section 6.01(a)(xvi);

(xxviii) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Requirements of Law;

(xxix) Liens on real property that are not Mortgaged Properties (and not required to become Mortgaged Properties), so long as such Liens do not secure debt for borrowed money;

(xxx) [reserved];

(xxxi) [reserved];

(xxxii) Liens on cash collateral granted in favor of any Lender created as a result of any requirement or option to cash collateralize pursuant to this Agreement or any other Loan Document;

(xxxiii) Settlement Liens;

(xxxiv) Liens securing any Indebtedness incurred pursuant to Section 6.01(a)(xxvii);

(xxxv) [reserved];

(xxxvi) [reserved];

(xxxvii) [reserved]; and

(xxxviii) Liens on the Collateral securing Indebtedness incurred pursuant to Section 6.01(a)(xxxiv) (or, to the extent incurred with respect to Indebtedness under the foregoing clause, Section 6.01(a)(xxxv)); provided, that such Liens shall not be senior to the Liens securing the Secured Obligations and may be pari passu with the Liens securing the Secured Obligations and subject to an Equal Priority Intercreditor Agreement (or may be established hereunder by increasing the amount of the New Money Term Loans).

Notwithstanding anything to the contrary herein, for purposes of this Section 6.02, if any Lien (or a portion thereof) would be permitted pursuant to one or more provisions described herein, the Borrower may divide and classify such Liens (or a portion thereof) in any manner that complies with this Section 6.02, and may later divide and reclassify any such Lien (it being understood that any reclassification of a Lien from a non-incurrence based exception to an incurrence based exception shall require concurrent notice to the Administrative Agent), so long as the Lien (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification; provided that (i) any Lien securing Indebtedness outstanding under the Loan Documents (other than as described in clause (iv) of this paragraph) will be deemed to have been incurred in reliance only on the exception set forth in Section 6.02(i); (ii) [reserved]; (iii) [reserved]; and (iv) any Lien securing Indebtedness incurred under Section 6.01(a)(xxxiv) (and, to the extent incurred with respect to Indebtedness under the foregoing clause, Section 6.01(a)(xxxv)) may only be incurred pursuant to Section 6.02(b)(xxxviii), including to the extent incurred by increasing the amount of the New Money Term Loans hereunder.

Section 6.03 Fundamental Changes. (x) The Borrower will not, nor will it permit any Subsidiary to, merge into or consolidate or amalgamate with any other Person, or permit any Person to merge into or consolidate or amalgamate with it, or liquidate or dissolve, and (y) the Borrower and the Subsidiaries, taken as a whole, will not Dispose of (whether in one transaction or in a series of transactions) all or substantially all of the assets (whether now owned or hereafter acquired) of the Borrower and the Subsidiaries, taken as a whole, to or in favor of any Person (other than as part of the Transactions), except that:

(a) any Subsidiary of the Borrower may merge, consolidate or amalgamate with (i) the Borrower; provided that the Borrower shall be the continuing or surviving Person or (ii) one or more other Subsidiaries of the Borrower; provided that when any Subsidiary Loan Party is merging, consolidating or amalgamating with any other Subsidiary the continuing or surviving Person shall be a Subsidiary Loan Party; provided further that the Borrower shall notify the Lenders at least 10 Business Days' prior to the Borrower becoming or merging with an entity organized in California;

(b) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Subsidiaries, taken as a whole, and is not materially disadvantageous to the Lenders and, if such Subsidiary is a Loan Party, the assets of such Subsidiary are distributed to the Borrower or any Subsidiary Loan Party;

(c) any Subsidiary may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Subsidiary; provided that if the transferor in such a transaction is a Loan Party (other than Holdings), then the transferee must be a Loan Party (other than Holdings);

(d) [reserved];

(e) [reserved]; and

(f) any Subsidiary may merge, consolidate or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 6.04; provided that the continuing or surviving Person shall be (or shall become) a Subsidiary and, if the original Subsidiary was a Loan Party, the surviving Person shall be a Loan Party, and, in either case, the surviving Subsidiary shall have complied with the requirements of Sections 5.11 and 5.12.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, nor will it permit any of its Subsidiaries to, make or hold any Investment, except:

(a) Investments in cash and Investments that are, at the time such Investment is made, Investments in Cash Equivalents;

(b) loans or advances to present or former officers, directors, managers, members of management, consultants, independent contractors and employees of any Parent Entity, the Borrower and the Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests in Holdings (or any other Parent Entity) (provided that the amount of such loans and advances made in cash to such Person shall be substantially contemporaneously used to purchase such Equity Interests and the proceeds of such loans and advances shall be substantially contemporaneously contributed to the Borrower in cash as common equity or Qualified Equity Interests as consideration for the purchase of such Equity Interests) and (iii) for purposes not described in the foregoing clauses (i) and (ii); provided that at the time of incurrence thereof and after giving pro forma effect thereto, the aggregate principal amount of all loans and advances then outstanding and made in reliance on this clause (iii) shall not exceed \$1,000,000;

(c) Investments (i) by the Borrower or any Subsidiary in any Loan Party (other than Holdings), (ii) by any Subsidiary that is not a Loan Party in any other Subsidiary that is not a Loan Party and (iii) by the Borrower or any Subsidiary that is a Loan Party in any Subsidiary that is not a Loan Party in an aggregate amount, measured at the time such Investment is made and after giving pro forma effect to such Investment, not to exceed \$2,500,000 in the aggregate during the term of this Agreement; provided that, in the case of this clause (iii), no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action);

(d) Investments consisting of deposits, prepayments and/or other credits to suppliers in the ordinary course of business;

(e) Investments consisting of extensions of trade credit and accommodation guarantees in the ordinary course of business or consistent with past practice;

(f) Investments existing on the Effective Date and any modification, replacement, renewal, reinvestment or extension thereof; provided that (x) Investments shall only be permitted under this clause (f) if set forth on Schedule 6.04(f) and (y) the amount of the original Investment permitted under this clause (f) is not increased except by the terms of such Investment to the extent, if applicable, set forth on Schedule 6.04(f) or as otherwise permitted by this Section 6.04;

(g) Investments in Swap Agreements permitted under Section 6.01;

(h) promissory notes and other Investments (including non-cash consideration) received in connection with Dispositions permitted by Section 6.05;

- (i) [reserved];
- (j) obligations with respect to Guarantees provided by Holdings, the Borrower or any Subsidiary in respect of leases (other than Financing Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business or consistent with past practice;
- (k) Investments in the ordinary course of business or consistent with past practice consisting of endorsements for collection or deposit and customary trade arrangements with customers;
- (l) Investments (including debt obligations and Equity Interests) (i) received in connection with the bankruptcy or reorganization of suppliers and customers, from financially troubled account debtors or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment, (ii) in satisfaction of judgments against other Persons, (iii) as a result of a foreclosure by the Borrower or any Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default and (iv) as a result of the settlement, compromise or resolution of (a) litigation, arbitration or other disputes or (b) obligations of trade creditors or customers that were incurred in the ordinary course of business or consistent with industry practice of the Borrower or any Subsidiary, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;
- (m) loans and advances to Holdings (or any other Parent Entity) 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 to Holdings (or such other Parent Entity) in accordance with Section 6.08(a) (other than clause (ii) thereof); provided that any such loan or advance shall reduce the amount of such applicable Restricted Payments thereafter permitted under Section 6.08(a) by a corresponding amount (if the applicable provision of Section 6.08(a) contains a maximum amount); provided further that any conditions, if any, to the making of such Restricted Payment shall be satisfied;
- (n) additional Investments and other acquisitions, in an aggregate amount for all Investments or other acquisitions made in reliance on this clause (n) (including the aggregate amount of all consideration paid in connection with all other Investments and acquisitions made in reliance on this clause (n), whether in the form of Indebtedness assumed or otherwise) not to exceed \$12,500,000; provided that no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action);
- (o) [reserved];
- (p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to officers, managers, employees, consultants or independent contractors, in each case in the ordinary course of business or consistent with past practice;
- (q) Investments and other acquisitions to the extent that payment for such Investments is made with Qualified Equity Interests of Holdings (or any Parent Entity thereof);
- (r) Investments of a Subsidiary acquired after the Effective Date or of a Person merged or consolidated with the Borrower or any Subsidiary in accordance with this Section and Section 6.03 after the Effective Date, in each case, to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;
- (s) [reserved];
- (t) Investments consisting of Indebtedness, Liens, fundamental changes, and Restricted Payments permitted (other than by reference to this Section 6.04(t)) under Sections 6.01 (other than clause (a)(iii) thereof), 6.02, 6.03 (other than clause (i) thereof), and 6.08, respectively;

(u) [reserved];

(v) contributions to a “rabbi” trust for the benefit of employees, directors, consultants, independent contractors or other service providers of Holdings (or any other Parent Entity), the Borrower or any Subsidiary or other grantor trust subject to claims of creditors in the case of a bankruptcy of Holdings or the Borrower;

(w) to the extent that they constitute Investments, purchases and acquisitions of inventory, supplies, materials or equipment or purchases, acquisitions, licenses or leases of other assets, Intellectual Property, or other rights, in each case in the ordinary course of business or consistent with past practice;

(x) [reserved];

(y) [reserved];

(z) Investments (i) in Joint Ventures or (ii) in any Subsidiary to enable such Subsidiary to make substantially concurrent Investments in Joint Ventures; provided that at the time any such Investment is made and after giving pro forma effect thereto, the aggregate outstanding amount of such Investments made in reliance on this clause (z) shall not exceed \$2,500,000;

(aa) Investments in any Subsidiary or any Joint Venture in connection with intercompany cash management arrangement or related activities arising in the ordinary course of business;

(ab) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that the same are permitted to remain unfunded under applicable Requirements of Law;

(ac) [reserved];

(ad) [reserved];

(ae) receivables owing to the Borrower or any Subsidiary, if created or acquired in the ordinary course of business or consistent with past practice;

(af) Investments (A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business or consistent with past practice and (B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(ag) Investments in the ordinary course of business in connection with Settlements; and

(ah) Investments in (i) GoHealth s.r.o., (ii) ETeleQuote (Private) Limited and (iii) ETelequote Nicaragua Sociedad Anonima, in an aggregate amount not exceeding \$5,000,000 in any twelve consecutive month period; provided that no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such Investment); provided, further, that nothing in this Section 6.01(hh) shall prohibit (x) ordinary course funding of GoHealth s.r.o. not to exceed \$950,000 per month and/or (y) up to \$200,000 in the aggregate for wind-down and tax payments associated with ETeleQuote (Private) Limited and ETelequote Nicaragua Sociedad Anonima.

Section 6.05 Asset Sales. The Borrower will not, nor will it permit any of its Subsidiaries to (i) sell, transfer, lease, license or otherwise dispose (including any disposition of property or assets to a Divided Delaware LLC pursuant to a Delaware LLC Division) of any asset, including any Equity Interest owned by it, or (ii) permit any Subsidiary to issue any additional Equity Interest in such Subsidiary (other than (A) issuing directors’ qualifying shares, nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law, (B) issuing Equity Interests to the Borrower or any Subsidiary in compliance with Section 6.04(c) and (C) any non-wholly-owned Subsidiary issuing Equity Interests of such Subsidiary to each owner of Equity Interests of such Subsidiary ratably based on their relative ownership interests) (each, a “Disposition”), in each case, having a Fair Market Value, in a single transaction or series of related

transactions, as of the date of such transaction(s) exceeding (x) \$1,000,000, individually or (y) \$2,500,000, in the aggregate in any fiscal year, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, if made in good faith determination of the board of directors of the Borrower and/or in the ordinary course of business or consistent with past practice and Dispositions of property no longer used or useful, or economically practicable to maintain, in the conduct of the business of the Borrower and the Subsidiaries (including (i) allowing any registration or application for registration of any Intellectual Property that is no longer used or useful, or economically practicable to maintain, to lapse, go abandoned, or be invalidated or (ii) disposing of, discontinuing the use or maintenance of, abandoning, failing to pursue or otherwise allowing to lapse, expire, terminate or put into the public domain any of its Intellectual Property) if the Borrower determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business and does not materially interfere with the business of the Borrower and the Subsidiaries, taken as a whole;

(b) Dispositions of inventory and other assets in the ordinary course of business or consistent with past practice (including on an intercompany basis);

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property, or other assets of comparable or greater value or usefulness to the business or (ii) an amount equal to the Net Proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the Borrower or any Subsidiary; provided that if the transferor in such a transaction is a Loan Party, then either (i) the transferee must be a Loan Party (other than Holdings), (ii) to the extent constituting an Investment, such Investment must be an Investment in a Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Subsidiary that is not a Loan Party, such Disposition is for Fair Market Value and any promissory note or other non-cash consideration received in respect thereof is an Investment in a Subsidiary that is not a Loan Party permitted by Section 6.04;

(e) Dispositions permitted by Section 6.03, Investments permitted by Section 6.04 (other than clause (x) thereof), Restricted Payments permitted by Section 6.08 and Liens permitted by Section 6.02, in each case, other than by reference to this Section 6.05(e);

(f) Dispositions of cash and/or Cash Equivalents and/or other assets that were Cash Equivalents when the relevant original Investment was made;

(g) sales, discounts of or forgiveness of customer delinquent notes or delinquent accounts receivable, notes receivable or other current assets in the ordinary course of business or consistent with industry practice or the conversion of delinquent accounts receivable to notes receivable or other dispositions of delinquent accounts receivable in connection with settlement, collection or compromise thereof;

(h) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business or consistent with past practice or that do not materially interfere with the business of the Borrower and the Subsidiaries, taken as a whole;

(i) transfers or other Dispositions of property subject to Casualty Events upon receipt of the Net Proceeds of such Casualty Event;

(j) Dispositions of other assets or property (including the sale or issuance of Equity Interests in a Subsidiary) not otherwise permitted under this Section 6.05 having a Fair Market Value, in a single transaction or a series of related transactions, as of the date of such transaction(s), not to exceed \$5,000,000 in the aggregate in any fiscal year; provided that (i) such Disposition is made for Fair Market Value, (ii) with respect to any Disposition pursuant to this clause (j) for a purchase price in excess of \$1,000,000 for any transaction or series of related transactions the Borrower or any Subsidiary shall receive not less than 75.0% of such consideration in the form of cash or Cash Equivalents; provided,

however, that for the purposes of this clause (ii), (A) any liabilities (as shown on the most recent balance sheet of the Borrower provided hereunder or in the footnotes thereto) of the Borrower or such Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Loan Document Obligations, that (1) are assumed by the transferee with respect to the applicable Disposition or (2) are otherwise cancelled or terminated in connection with the transaction with such transferee, and for which the Borrower and its Subsidiaries shall have been validly released by all applicable creditors in writing, shall be deemed to be cash and (B) any securities received by the Borrower or such Subsidiary from such transferee that are converted by the Borrower or such Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, shall be deemed to be cash, (iii) no Event of Default shall be continuing on the date of such Disposition (or if earlier, the date that the Borrower or its Subsidiary enters into a binding agreement to consummate such Disposition) or result from such Disposition, and (iv) the Net Proceeds of such Disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(c);

(k) Dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to customary buy/sell arrangements between the Joint Venture parties set forth in, Joint Venture agreements and similar binding arrangements;

(l) [reserved];

(m) transfers of condemned property as a result of the exercise of “eminent domain” or other similar powers to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of property arising from foreclosure or similar action or that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement;

(n) Dispositions of assets that do not constitute Collateral for Fair Market Value not in excess of \$1,000,000;

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) each Loan Party and each of its Subsidiaries may surrender or waive contractual rights and settle or waive contractual or litigation claims in the ordinary course of business or consistent with past practice;

(t) the unwinding of any Swap Agreement pursuant to its terms;

(u) the nominal issuances of Equity Interests of Foreign Subsidiaries in an aggregate amount not to exceed 2.0% of all issued and outstanding Equity Interests of such Foreign Subsidiary on a fully-diluted basis; and

(v) Dispositions to effect the formation of any Subsidiary that is a Divided Delaware LLC; provided that upon formation of such Divided Delaware LLC, such Divided Delaware LLC shall be a Subsidiary and, if the original Subsidiary was a Loan Party, the Divided Delaware LLC shall be (or shall become) a Loan Party and shall have complied with the requirements of Sections 5.11 and 5.12.

To the extent that any Collateral is Disposed of as expressly permitted by this Section 6.05 to any Person other than a Loan Party or Person that is required to become a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, which Liens shall be automatically released upon the consummation of such Disposition; it being understood and agreed that the

Administrative Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing.

Section 6.06 Holdings Covenant. Holdings will not incur any Indebtedness or Liens or engage in any material activities or consummate any material transactions (including, without limitation, any Investments (unless any such Investment will be concurrently contributed by Holdings to the Borrower or a Loan Party) or Dispositions) and will not conduct, transact or otherwise engage in any material business or material operations, in each case, other than:

(a) the ownership and/or acquisition of the Equity Interests of the Borrower, including payment of dividends and other amounts in respect of its Equity Interests,

(b) the performance of obligations under and compliance with its Organizational Documents, or other Requirement of Law (including the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance), ordinance, regulation, rule, order, judgment, decree or permit, including without limitation as a result of or in connection with the activities of the Subsidiaries,

(c) repurchases of Indebtedness, the making of any loan to any officers or directors constituting an Investment, or the making of any Investment in the Borrower or any Subsidiary that is a Guarantor or a Subsidiary thereof, in each case, that are otherwise specifically permitted or expressly contemplated hereunder;

(d) participating in tax, accounting and other administrative matters related to any Parent Entity and the Borrower or any of their Subsidiaries,

(e) the entry into, and exercise of its rights and performance of its obligations under and in connection with the Loan Documents, and any other Indebtedness of the Borrower and the Subsidiaries permitted under Section 6.01,

(f) [reserved],

(g) (1) holding of any cash, Cash Equivalents and other assets received from, or Investments made by, the Borrower or any Subsidiary or contributions to the capital of, or proceeds from the issuance of, Equity Interests of the Parent Entities, in each case, pending prompt application thereof in a manner permitted by the terms of this Agreement (including by way of Restricted Payments to any Parent Entity) and (2) the payment of dividends or making of distributions, making of loans and contributions to the capital of its Subsidiaries and guaranteeing the obligations of its Subsidiaries (other than Indebtedness) and making Investments expressly permitted to be made by Holdings under this Agreement,

(h) incurring fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes,

(i) providing indemnification for its current and former officers, directors, members of management, managers, employees and advisors or consultants,

(j) [reserved],

(k) [reserved],

(l) [reserved],

(m) [reserved],

(n) activities incidental to the businesses or activities described in the foregoing clauses, and

(o) merging, amalgamating or consolidating with any other Person, so long as, solely in the case of a merger, amalgamation or consolidation with a Person that is not a Loan Party, there is no

continuing Event of Default after giving effect to such merger, amalgamation or consolidation and provided that Holdings shall be the continuing or surviving Person.

Section 6.07 Negative Pledge; Subsidiary Distributions. The Borrower will not, and will not permit any Subsidiary to, enter into any agreement, instrument, deed or lease that (x) prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Secured Obligations or under the Loan Documents or (y) prohibits or limits the ability of any Subsidiary of the Borrower that is not a Loan Party from making Restricted Payments to any Loan Party or from making or repaying intercompany loans to any Loan Party; provided that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (i) Requirements of Law, (ii) any Loan Document, (iii) [reserved], (iv) [reserved], (v) any documentation governing Indebtedness incurred pursuant to Sections 6.01(a)(vii), 6.01(a)(viii), 6.01(a)(xiii), 6.01(a)(xiv), 6.01(a)(xviii), 6.01(a)(xix), 6.01(a)(xxv), 6.01(a)(xxvi), 6.01(a)(xxvii), 6.01(a)(xxviii), 6.01(a)(xxix), 6.01(a)(xxxi) and 6.01(a)(xxxiv) and (vi) any documentation governing any Permitted Refinancing incurred to refinance any such Indebtedness referenced in clauses (i) through (v) above; provided that with respect to Indebtedness referenced in (A) clauses (iv), (v) and (vi) above, such restrictions shall be no more restrictive in any material respect, taken as a whole, than the restrictions and conditions in the Loan Documents, taken as a whole, or, in the case of other Indebtedness permitted under Section 6.01, such encumbrances and restrictions contained in any agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement, taken as a whole (as determined by the Borrower in good faith) and (B) clauses (iv) and (vi) above, such restrictions shall not expand the scope in any material respect of any such restriction or condition contained in the Indebtedness being refinanced;

(b) customary restrictions and conditions existing on the Effective Date and any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) restrictions and conditions contained in agreements relating to the Disposition of a Subsidiary or any assets pending such Disposition; provided that such restrictions and conditions apply only to the Subsidiary or assets that is or are subject of such Disposition and such Disposition is permitted hereunder;

(d) customary provisions in leases, subleases, licenses, cross-licenses or sublicenses and other contracts restricting the assignment thereof and restrictions that include customary provisions restricting assignment of any agreement entered into in the ordinary course of business or consistent with past practice;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing by such Indebtedness;

(f) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition); provided that such agreement was not entered into in contemplation of such Person becoming a Subsidiary and the restriction or condition set forth in such agreement does not apply to the Borrower or any Subsidiary;

(g) restrictions or conditions in any Indebtedness permitted pursuant to Section 6.01 that is incurred or assumed by Subsidiaries that are not Loan Parties to the extent such restrictions or conditions are no more restrictive in any material respect, when taken as a whole, than the restrictions and conditions in the Loan Documents, when taken as a whole, or, in the case of other Indebtedness permitted under Section 6.01, such encumbrances and restrictions contained in any agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement (as determined by the Borrower in good faith);

(h) restrictions on cash (or Cash Equivalents) or other deposits imposed by agreements entered into in the ordinary course of business (or other restrictions on cash or deposits constituting Permitted Encumbrances);

(i) restrictions set forth on Schedule 6.07 and any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(j) customary provisions in partnership agreements, limited liability company organizational governance documents, sale leaseback agreements, Joint Venture agreements and other similar agreements, in each case, entered into in the ordinary course of business or consistent with past practice;

(k) customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations;

(l) restrictions arising in any Swap Agreement and/or any agreement relating to any Cash Management Obligation; and

(m) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Borrower or any Subsidiary is a party, entered into in the ordinary course of business or consistent with past practice; provided that such agreement prohibits the encumbrance of solely the property or assets of the Borrower or such Subsidiary that are the subject of such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Borrower or such Subsidiary or the assets or property of another Subsidiary.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrower will not, and will not permit any Subsidiary to, pay or make, directly or indirectly, any Restricted Payment, except:

(i) each Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Loan Party;

(ii) to the extent constituting a Restricted Payment, the Borrower may consummate any transaction permitted by Section 6.03 (other than clause (i) thereof) and Section 6.04 (other than Section 6.04(m), (n), (q), (t), (u) and (y))

(iii) [reserved];

(iv) [reserved];

(v) repurchases of Equity Interests in any Parent Entity (or make Restricted Payments to allow repurchases of Equity Interest in any Parent Entity) deemed to occur upon exercise of stock options or warrants or other incentive interests if such Equity Interests represent a portion of the exercise price of such stock options or warrants or other incentive interests;

(vi) the Borrower may redeem, acquire, retire or repurchase its Equity Interests (or any options, warrants, restricted stock, stock appreciation rights or other equity-linked interests issued with respect to any of such Equity Interests) or make Restricted Payments to allow any of its Parent Entities to so redeem, retire, acquire or repurchase their Equity Interests (or any options, warrants, restricted stock, stock appreciation rights or other equity-linked interests issued with respect to any of such Equity Interests), in each case, held by current or former officers, managers, consultants, directors, employees, independent contractors or other service providers (or their respective Immediate Family Members) of the Borrower or any Parent Entity

thereof and the Subsidiaries, upon the death, disability, retirement or termination of employment or service of, or breach of restrictive covenants by, any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, stock subscription or equity incentive award agreement, employment termination agreement or any other employment agreements or equity holders' agreement or similar agreement; provided that, the aggregate amount of Restricted Payments permitted by this clause (vi) after the Effective Date, together with the aggregate amount of loans and advances to Holdings (or any other Parent Entity) previously made pursuant to Section 6.04(m) in lieu of Restricted Payments permitted by this clause (vi), shall not exceed \$2,000,000 in any fiscal year plus all net cash proceeds obtained from any key-man life insurance policies received during such fiscal year (without giving effect to the following proviso) plus all proceeds obtained by the Borrower or any Parent Entity (and contributed to the Borrower) after the Effective Date from the sale of such Equity Interests to other future, current or former officers, managers, consultants, employees, directors and independent contractors (or their respective Immediate Family Members) in connection with any plan or agreement referred to above in this clause (a)(vi);

(vii) the Borrower may make Restricted Payments in cash to Holdings or any other Parent Entity:

(A) so long as the Borrower is a partnership or an entity disregarded as separate from its owner for U.S. federal, state or local income or franchise tax purposes, payments, dividends or distributions by the Borrower to Holdings (and, if Holdings is classified as a partnership or an entity disregarded as separate from its owner for U.S. federal, state, or local franchise tax purposes, payments, dividends, or distributions by Holdings to its Parent Entity or other equity owners) ("Tax Distributions"), in an aggregate amount not exceeding the net taxable income attributable to the operations of the Borrower and its Subsidiaries, as determined for U.S. federal or applicable state or local income tax purposes for such year multiplied by the Applicable Tax Rate for such year (as defined below) (the amount permitted for each year shall be referred to as the "Annual Aggregate Permitted Tax Distribution"); provided that (i) on or around April 15, June 15, September 15 and December 15 of such year, the Borrower may make distributions equal to an amount that does not exceed the amount that the Borrower reasonably determines (based upon anticipated income (as determined for U.S. federal or applicable state or local income tax purposes) attributable to the operations of the Borrower and its Subsidiaries for the applicable period and the Applicable Tax Rate); (ii) if the aggregate estimated distributions with respect to any year exceed the Annual Aggregate Permitted Tax Distribution for the same year, such excess shall be carried forward and reduce each subsequent Tax Distribution (including those Tax Distributions for a year determined under clause (i) of this proviso) until such excess has been fully applied to reduce Tax Distributions; and (iii) if the aggregate estimated distributions with respect to a year are less than the Annual Aggregate Permitted Tax Distribution for the same year, the Borrower may increase each subsequent Tax Distribution (including those Tax Distributions for a year determined under clause (i) of this provision) until the Tax Distributions have been increased for such shortfall. For purposes of computing Tax Distributions for any year, the net taxable income of the Borrower and its Subsidiaries for such year shall be reduced (but not below zero) by any net losses incurred by the Borrower or any Subsidiaries in a prior year commencing on or after January 1, 2026 and allocated directly or indirectly to a Parent Entity to the extent such losses are available to offset taxable income of the Borrower or such Parent Entity (taking into account any limitations thereon) and have not been utilized to reduce taxable income of the Borrower or such Parent Entity in a prior year. The "Applicable Tax Rate" shall be the highest

effective marginal combined federal, state and local income tax rate applicable to any direct or indirect owner of the Borrower; provided further that the tax distributions under this Section 6.08(a)(vii)(A) shall be made to the equity owners on a pro rata basis; provided further that the amount of any distribution permitted under this subclause (A) shall be reduced by the amount of any income taxes that are paid directly by the Borrower and attributable to such equity owner;

(B) the proceeds of which shall be used by such Parent Entity to pay (1) its operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting, tax reporting and similar expenses payable to third parties) attributable to the ownership or operations of any Parent Entity, the Borrower and the Subsidiaries, that are reasonable and customary and incurred in the ordinary course of business, (2) any reasonable and customary indemnification claims made by directors, officers, members of management, managers, employees or consultants of Holdings (or any other Parent Entity) attributable to the ownership or operations of any Parent Entity, the Borrower and the respective Subsidiaries, (3) fees and expenses (x) due and payable by the Borrower or any Subsidiary and (y) otherwise permitted to be paid by the Borrower and the Subsidiaries under this Agreement and (4) payments that would otherwise be permitted to be paid directly by the Borrower or the Subsidiaries pursuant to Section 6.09(iii), (v) or (x);

(C) the proceeds of which shall be used by Holdings (or any other Parent Entity) to pay franchise and similar Taxes, and other fees and expenses, required to maintain its organizational existence;

(D) the proceeds of which will be applied to make any payments permitted by Section 6.09(vii) and Section 6.09(x);

(E) the proceeds of which shall be used by any Parent Entity to finance any Investment that would be permitted to be made by the Borrower or any Subsidiary pursuant to Section 6.04 other than Section 6.04(m); provided that (1) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (2) such Parent Entity shall, immediately following the closing thereof, cause (x) all property acquired (whether assets or Equity Interests but not including any loans or advances made pursuant to Section 6.04(b)) to be contributed to the Borrower or any Subsidiary or (y) the Person formed or acquired to merge into or consolidate or amalgamate with the Borrower or any Subsidiary to the extent such merger or consolidation is permitted by Section 6.03) in order to consummate such Investment, in each case in accordance with the requirements of Sections 5.11 and 5.12;

(F) the proceeds of which shall be used to pay customary salary, bonus, severance and other benefits payable to current or former directors, officers, members of management, managers, consultants, independent contractors or employees of Holdings or any other Parent Entity to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and the Subsidiaries;

(G) [reserved]; and

(H) the proceeds of which shall be used for the payment of insurance premiums to the extent attributable to the Borrower and its subsidiaries;

(viii) in addition to the foregoing Restricted Payments, the Borrower may make additional Restricted Payments; provided that (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) the aggregate amount of Restricted Payments made pursuant to this clause 6.08(a)(viii) shall not exceed \$2,000,000;

(ix) redemptions in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; provided that such new Equity Interests contain terms and provisions at least as advantageous, taken as a whole, to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby;

(x) [reserved];

(xi) [reserved];

(xii) [reserved];

(xiii) payments made by the Borrower or any Subsidiary in respect of withholding or similar Taxes payable upon exercise of Equity Interests by any future, present or former employee, director, officer, manager or consultant (or their respective controlled Affiliates or Immediate Family Members) and any repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants and the vesting of restricted stock and restricted stock units or required withholding or similar taxes, in an aggregate amount not to exceed \$5,000,000;

(xiv) [reserved];

(xv) [reserved]; and

(xvi) the Borrower may make Restricted Payments, the proceeds of which are applied to payments or distributions to satisfy dissenters' rights pursuant to or in connection with an acquisition, merger, consolidation, amalgamation or transfer of assets that is a permitted Investment, or is otherwise permitted under Section 6.03.

(b) The Borrower will not, nor will it permit any Subsidiary to, make or pay, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of any Disqualified Equity Interest, Subordinated Indebtedness, any Junior Indebtedness or any Unsecured Material Indebtedness (collectively, "Restricted Junior Debt"), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Restricted Junior Debt, in each case, on or prior to the scheduled maturity date thereof (collectively, "Restricted Debt Payments"), except:

(i) payment of regularly scheduled interest and principal payments and payments of fees, expenses and indemnification obligations when due in respect of any senior unsecured Indebtedness or other Restricted Junior Debt, other than payments in respect of any Restricted Junior Debt prohibited by the subordination provisions thereof or any applicable subordination agreement or any Junior Priority Intercreditor Agreement;

(ii) (1) refinancings or exchanges of Restricted Junior Debt with proceeds of Permitted Refinancing Indebtedness or other Restricted Junior Debt, in each case, to the extent such Indebtedness is permitted to be incurred under Section 6.01 and (2) Refinancings of

Restricted Junior Debt assumed in accordance with Section 6.01(a)(vii) in connection with an Investment permitted under this Agreement;

(iii) (1) the conversion of any Restricted Junior Debt to or payments with Equity Interests (other than Disqualified Equity Interests) of Holdings, the Borrower or any Parent Entity and (2) mandatory redemptions of Disqualified Equity Interests;

(iv) Restricted Debt Payments; provided that (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) the aggregate amount of Restricted Debt Payments made pursuant to this clause 6.08(b)(iv) shall not exceed \$2,000,000;

(v) [reserved];

(vi) Restricted Debt Payments in respect of Restricted Junior Debt incurred pursuant to Section 6.01(a)(vii) (other than Indebtedness incurred (I) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Subsidiary or was otherwise acquired by Holdings, the Borrower or a Subsidiary or (II) otherwise in connection with or contemplation of such acquisition), so long as such Restricted Debt Payments is made or deposited with a trustee or other similar representative of the holders of such Restricted Junior Debt contemporaneously with, or substantially simultaneously with, the closing of the Acquisition Transaction under which such Restricted Junior Debt is incurred;

(vii) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Indebtedness that is permitted under Section 6.01; and

(viii) [reserved].

(c) The Borrower will not, nor will it permit any Subsidiary to, amend or modify any documentation governing any Restricted Junior Debt, in each case (i) if the effect of such amendment or modification (when taken as a whole) is materially adverse to the Lenders or (ii) in the case of any Subordinated Indebtedness or Junior Indebtedness, such amendment or modification is in contravention with any applicable subordination agreement or any applicable Intercreditor Agreement.

Notwithstanding anything herein to the contrary, the foregoing provisions of this Section 6.08 will not prohibit the payment of any Restricted Payment or the consummation of any irrevocable redemption, retirement, termination, cancellation, purchase or repurchase, defeasance, or other payment or Restricted Debt Payment within 60 days after the date of declaration of such Restricted Payment or the giving of irrevocable notice of such redemption, purchase, defeasance or other payment, as applicable, if at the date of declaration or the giving of such notice such payment would have complied with the provisions of this Agreement.

Notwithstanding anything herein to the contrary, to the extent constituting a Restricted Payment, no Tax Benefit Payments (including any Early Termination Payment) may be paid at any time, in each case, except as the Required Lenders may agree in writing.

Section 6.09 Transactions with Affiliates. The Borrower will not, nor will it permit any of the Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates with a fair market value in excess of \$500,000 in the aggregate in any fiscal year, except:

(i) transactions among Loan Parties or other Subsidiaries that are required to become Loan Parties pursuant to Section 5.11 of this Agreement (so long as such Subsidiary does so

become a Loan Party within the 30-day period (or such longer period agreed to by the Administrative Agent) prescribed therefor);

(ii) on terms substantially as favorable to the Borrower or such Subsidiary as would be obtainable by such Person at the time in a comparable arm's-length transaction with a Person other than an Affiliate;

(iii) the Transactions and the payment of fees and expenses related to the Transactions;

(iv) issuances of Equity Interests of Holdings or the Borrower to the extent not otherwise prohibited by this Agreement;

(v) (1) employment, consulting, severance and other service or benefit related arrangements between Holdings, the Borrower and the Subsidiaries and their respective officers, directors and employees in the ordinary course of business (including loans and advances pursuant to Sections 6.04(b) and 6.04(p), salary or guaranteed payments and bonuses) and transactions pursuant to stock option and other equity award plans and employee benefit plans and similar arrangements in the ordinary course of business or consistent with past practice and (2) transactions in existence on the Effective Date and set forth on Schedule 6.09 and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not (i) materially adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Effective Date;

(vi) payments by the Borrower and the Subsidiaries pursuant to tax sharing agreements (other than any Tax Benefit Payment (including any Early Termination Payment)) among Holdings (and any other Parent Entity), the Borrower and the Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Borrower and the Subsidiaries, to the extent payments are permitted by Section 6.08;

(vii) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers, consultants and employees of Holdings (or any other Parent Entity), the Borrower and the Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Subsidiaries;

(viii) transactions pursuant to permitted agreements in existence on the Effective Date and set forth on Schedule 6.09 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect;

(ix) Restricted Payments permitted under Section 6.08(a) and loans and advances in lieu thereof pursuant to Section 6.04(m);

(x) payments by the Borrower and any Subsidiary (A) to reimburse the Investors, their Affiliates and any of their respective designees for any out of pocket costs and expenses incurred, and (B) for indemnification and other expenses payable to the Investors, their Affiliates and other related parties;

(xi) the issuance or transfer of Equity Interests (other than Disqualified Equity Interests) of Holdings to any Permitted Holder or to any former, current or future director, manager, officer, employee or consultant (Immediate Family Members or Affiliates of the foregoing) of the Borrower, any of the Subsidiaries or any direct or indirect parent of any of the foregoing, to the extent the issuance or transfer thereof is otherwise permitted under this Agreement;

(xii) transactions pursuant to Sections 2.20 and 2.21;

(xiii) [reserved];

(xiv) [reserved];

(xv) (A) Guarantees permitted by Section 6.01 or Section 6.04 and (B) Investments permitted by Section 6.04 in the Borrower and its Subsidiaries;

(xvi) transactions with customers, clients, Joint Venture partners, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower and the Subsidiaries, in the reasonable determination of the Board of Directors or the senior management of the Borrower, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party; and

(xvii) the payment of reasonable out-of-pocket costs and expenses and indemnities to equity holders of any Parent Entity of Holdings pursuant to any stockholders' agreement.

Notwithstanding anything herein to the contrary, no Tax Benefit Payments (including any Early Termination Payment) may be paid at any time, in each case, except as the Required Lenders may agree in writing.

Section 6.10 Change in Nature of Business. The Borrower shall not, and shall cause its Subsidiaries to not, engage in a line of business that is not substantially the same as those lines of business conducted by the Borrower and the Subsidiaries on the Effective Date or any Similar Business. Without limiting the foregoing, the Borrower shall not, and shall cause its Subsidiaries to not, engage in direct sales to consumers of insurance plans that (i) are not Medicare plans or (ii) do not comply with the Affordable Care Act.

Section 6.11 Accounting Changes. The Borrower shall not, and shall cause its Subsidiaries to not, change their fiscal year from their fiscal year as in effect on the Effective Date; provided, however, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 6.12 Changes to Material Documents. The Borrower will not, and will cause each Subsidiary (or other applicable Affiliate in the case of clause (y)) to not, amend (x) its Organizational Documents, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (y) the TRA.

Section 6.13 Financial Maintenance Covenant. Commencing with the first full week ending after the Effective Date, the Borrower shall not permit the Liquidity of the Borrower and its Subsidiaries, as of the close of business on the last Business Day of each calendar week, to be less than (x) at any time up to and including August 31, 2026, \$5,000,000 or (y) at any time thereafter, \$10,000,000.

Section 6.14 Tranche B Loan Covenants. Solely for the benefit of the Tranche B Senior Takeback Term Lenders and Tranche B Junior Takeback Term Lenders holding Senior Takeback Term Loans or Junior Takeback Term Loans, as applicable, in each case, outstanding on the Effective Date, from and after the Effective Date through and including the Tranche B Term Loan Protective Period (after which this Section 6.14 shall no longer apply), the Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly:

(a) (x) amend, waive, or modify any provision of any Loan Document or (y) obtain the acceptance (including deemed acceptance because of a failure to object), agreement, approval, consent, permission or satisfaction of, act at the direction of, or make an appointment, determination or election by, be advised by, or provide a notice or request by, the Required Lenders, or exercise any consent, voting or other rights or remedies of similar import for the Required Lenders under any Loan Document, in each case of clauses (x) and (y), without the prior written consent of the Required Tranche B Lenders, solely to the extent such action would have a material and disproportionately adverse effect on the Tranche B Senior Takeback Lenders and/or the Tranche B Junior Takeback Lenders; provided that such consent of the Required Tranche B Lenders shall not be required for any of the following so long as the Required

Lenders have otherwise consented thereto, given such direction or provided such confirmation, as applicable: (i) any amendment, waiver or modification of Section 6.13; (ii) any reduction or waiver of the MOIC Premium or any waiver of or amendment to Section 4.02; (iii) the Required Lenders consenting to an incurrence of Indebtedness by a Loan Party pursuant to Section 6.01(a)(xxxiv) in accordance with such provisions as in effect on the Effective Date; (iv) the acceleration (including through providing a direction to the Administrative Agent) of all or any portion of the Loan Document Obligations; (v) providing a direction to the Administrative Agent to exercise remedies after the acceleration of all or any portion of the Loan Document Obligations; and/or (vi) confirming the Administrative Agent and/or Collateral Agent is entitled to rely on any direction given by the Required Lenders in connection with effectuating any action referenced in the foregoing clauses (i) through (v);

(b) without the consent of Required Tranche B Lenders, (i) enter into or consummate any Liability Management Transaction or (ii) (A) create, incur, assume or otherwise become or remain liable with respect to any Indebtedness or issue any Equity Interests, (B) create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, (C) make or own any Investment in any other Person, (D) enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution) or (E) convey, sell, lease or otherwise dispose of or distribute (including through any Restricted Payment) all or any part of its property or assets, in each case of this clause (ii), that is undertaken in connection with any Liability Management Transaction;

(c) without the consent of Required Tranche B Lenders, solely with respect to Subsidiaries that are not Loan Parties, own or exclusively license any material intellectual property or other material property or assets; or

(d) without prejudice to, and in addition to Section 9.02(b)(vii), enter into, or authorize, or consummate any transaction to: (i) subordinate, or that has the effect of subordinating (including by structural subordination), any Loan Document Obligations in right of payment to any other Indebtedness (including, without limitation, any Loan Document Obligations (other than Indebtedness described in and in accordance with Section 6.01(xxxiv) (and, to the extent incurred with respect to Indebtedness under the foregoing clause, Section 6.01(a)(xxxv))) as in effect on the Effective Date established by increasing the amount of the New Money Term Loans)) or (ii) subordinate, or that has the effect of subordinating, any Liens on any material portion of the Collateral securing the Loan Document Obligations to Liens on any material portion of the Collateral with respect to any other Indebtedness (including, without limitation, any Loan Document Obligations), in each case without the consent of the Required Tranche B Lenders;

(e) During the Tranche B Term Loan Protective Period, any transaction in violation of the covenants set forth in this Section 6.14 shall be *void ab initio*. The foregoing covenants in this Section 6.14 are solely for the benefit of the Tranche B Senior Takeback Term Lenders and Tranche B Junior Takeback Term Lenders and may only be waived, amended or modified by the Required Tranche B Lenders, with the consent of the Borrower and the Required Lenders.

Article VII

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (any such event, an “Event of Default”) shall occur:

(a) The Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable hereunder, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under any Loan Document, when and as the same shall become due and payable hereunder, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) [reserved];

(d) Holdings, the Borrower or any Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in Section 5.04 (with respect to the existence of the Borrower) or in Article VI;

(e) [reserved];

(f) [reserved];

(g) [reserved];

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, court protection, reorganization or other relief in respect of Holdings, the Borrower or any Significant Subsidiary or its debts, or of a material part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, examiner, sequestrator, conservator or similar official for Holdings, the Borrower or any Significant Subsidiary or for a material part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for 60 consecutive days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Holdings, the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, court protection, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, examiner, custodian, sequestrator, conservator or similar official for Holdings, the Borrower or any Significant Subsidiary or for a material part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) one or more enforceable judgments for the payment of money in an aggregate amount in excess of \$5,000,000 (in each case, to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied its obligation) shall be rendered against Holdings, the Borrower, any Subsidiary or any combination thereof and the same shall remain unpaid, undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 consecutive days;

(k) [reserved];

(l) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party in writing not to be, a valid and perfected Lien on any material portion of the Collateral, except (i) as a result of the sale or other disposition of the applicable Collateral to a Person that is not a Loan Party in a transaction permitted under the Loan Documents, (ii) as a result of the Administrative Agent's failure to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (B) file Uniform Commercial Code continuation statements or (iii) as to Collateral consisting of real property, to the extent that such losses are covered by a lender's title insurance policy and such insurer has not denied coverage;

(m) (i) this Agreement, any Security Document or any Guarantee of the Secured Obligations shall for any reason not be (or asserted by any Loan Party in writing not to be) a legal, valid and binding obligation of any Loan Party thereto other than as expressly permitted hereunder or thereunder; or (ii) any subordination provision in respect of any Material Indebtedness shall for any reason not be (or asserted by any Loan Party in writing not to be) a legal, valid and binding obligation of any Loan Party thereto other than as expressly permitted hereunder or thereunder;

(n) [reserved];

(o) [reserved];

(p) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(q) [reserved];

(r) [reserved];

(s) [reserved]; or

(t) any breach of Section 6.14, it being understood and agreed that such Event of Default may only be waived, forbore upon, amended or modified in any way by the Required Tranche B Lenders with the consent of the Borrower and the Required Lenders.

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders (or, with respect to an Event of Default pursuant to Section 7.01(t), the Required Tranche B Lenders, which shall be limited to the Tranche B Senior Takeback Term Loans and Tranche B Junior Takeback Term Loans) shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, (but ratably as among Classes of Loans and the Loans of each Class at the time outstanding as set forth in Section 2.11(f)) in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or notice of any kind, all of which are hereby waived by Holdings, the Borrower and each other Loan Party; and in the case of any event with respect to the Borrower described in clause (h) or (i) of this Section, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall immediately and automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Holdings, the Borrower and each other Loan Party. In addition, upon the occurrence and during the continuance of any Event of Default, the Collateral Agent and/or the Administrative may, and at the request of the Required Lenders (or, with respect to any Event of Default pursuant to Section 7.01(t) that has occurred and is continuing for not less than 60 days after the Required Tranche B Lenders have given notice of same to the Administrative Agent, the Required Tranche B Lenders; provided that such 60-day period shall be tolled so long as the Administrative Agent and/or the Collateral Agent are diligently pursuing such rights and remedies) shall, exercise on behalf of itself and the other applicable Secured Parties, all rights and remedies available to it and the other Secured Parties under the Loan Documents or applicable law.

Section 7.02 [Reserved].

Section 7.03 Application of Proceeds.

(a) After any exercise of remedies provided for in Section 7.01, any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent in accordance with

Section 4.02 of the Collateral Agreement and/or the similar provisions in the other Security Documents. Notwithstanding the foregoing, Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Secured Obligations otherwise set forth in Section 4.02 of the Collateral Agreement and/or the similar provisions in the other Security Documents.

Article VIII

THE AGENTS

Section 8.01 Appointment of Agents.

Each of the Lenders hereby irrevocably appoints Blue Torch Finance, LLC to serve as Administrative Agent and Collateral Agent under the Loan Documents, and authorizes the Administrative Agent and Collateral Agent to execute, deliver and administer the Loan Documents and to take such actions and to exercise such powers and perform such duties as are delegated to the Administrative Agent and Collateral Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Collateral Agent and the Lenders, and none of Holdings, the Borrower or any other Loan Party shall have any rights as a third-party beneficiary of any such provisions. The provisions of this Article VIII may be modified without the Borrower's or any Loan Party's consent, but with notice thereafter to the Borrower, so long as such modifications do not alter any of the Borrower's rights or obligations under the Loan Documents or otherwise alter the economic terms of the Loan or the Loan Documents in any manner. The use of the term "*agent*" in the Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. The Administrative Agent shall not have any responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held un-invested pending distribution thereof. Whether or not explicitly set forth therein, the rights, powers, protections, immunities and indemnities granted to the Administrative Agent herein shall apply to any document entered into by the Administrative Agent or the Collateral Agent in connection with its role as Administrative Agent or Collateral Agent, as applicable, under the Loan Documents.

Section 8.02 Powers; Limitation on Obligations

(a) Each Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings, the Borrower or any other Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

(b) The Agents shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Agents shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Agents shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in the Loan Documents); provided that the Agents shall not be required to take any action that, in their opinion, may

expose such Agent to liability or that is contrary to any Loan Document or applicable law, and (c) except as expressly set forth in the Loan Documents, the Agents shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings, the Borrower, any other Subsidiary or any other Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Agent or any of its Affiliates in any capacity. The Agents and their Related Parties shall not be liable for any action taken or not taken by them with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith to be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). The Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Agents by Holdings, the Borrower or a Lender and the Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the existence, value, sufficiency or collectability of any Collateral or creation, perfection or priority of any Lien purported to be created by the Security Documents or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or Collateral Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent or Collateral Agent, as applicable. The Agents shall not be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. Notwithstanding anything herein to the contrary, the Administrative Agent shall not have any liability arising from any confirmation or determination of the terms and conditions of any Intercreditor Agreement.

(c) Each Agent shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (including, if applicable, a Responsible Officer or Financial Officer of such Person). Each Agent also may rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (including, if applicable, a Financial Officer or a Responsible Officer of such Person), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless such Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Notwithstanding any provision of this Agreement or the other Loan Documents to the contrary, before taking or omitting any action to be taken or omitted by the Administrative Agent or Collateral Agent under the terms of the Loan Documents, such Agent may seek the written direction of the applicable Lenders (which written direction may be in the form of an e-mail) and shall be entitled to rely (and fully protected in so relying) upon such direction. If any Agent requests such direction with respect to any action, the Agent shall be entitled to refrain from such action unless and until such Agent has received such direction, and such Agent shall not incur liability to any Person by reason of so refraining. In the absence of an express statement in the Loan Documents regarding which Lenders shall direct in any circumstance, the direction of the Required Lenders and/or the Required Tranche B Lenders, as the context requires, shall apply and be sufficient for all purposes. If any Agent so requests, it must first be indemnified to its satisfaction by the Lenders against any and all fees, losses, liabilities and expenses which may be incurred by the Agents by reason of taking or continuing to take, or omitting, any action directed by any Lender. Any provision of this Agreement or the other Loan Documents authorizing any Agent to take any action does not obligate such Agent to take such action.

(d) Each Agent may perform any of and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. Each Agent and any such sub-agent may perform any of and all their duties and exercise their rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent. The Agents shall not be responsible for the negligence or misconduct of any subagents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 8.03 Resignation and Replacement of Agents

(a) Any Agent may resign upon 30 days' notice to the Lenders and the Borrower. If the Administrative Agent becomes a Defaulting Lender or is an affiliate of a Defaulting Lender, the Administrative Agent may be removed as the Administrative Agent hereunder at the request of the Borrower or the Required Lenders, in each case, upon 30 days' notice. Upon receipt of any such notice of resignation or upon such removal, the Required Lenders shall have the right, with the Borrower's consent (unless an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing) (such consent not to be unreasonably withheld or delayed), to appoint a successor agent. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor agent (the date upon which the retiring Administrative Agent is replaced, the "Resignation Effective Date").

(b) If the Person serving as Administrative Agent is a Defaulting Lender or is an Affiliate of a Defaulting Lender, the Required Lenders and the Borrower may, to the extent permitted by applicable law, by notice in writing to such Person remove such Person as Administrative Agent and, with the consent of the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except (i) that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed and (ii) with respect to any outstanding payment obligations) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Agent, all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders or the retiring Agent appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent hereunder, as applicable, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Agent shall be discharged from all of its duties and obligations hereunder and under the other Loan Documents as set forth in this Section. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Agent was acting as Administrative Agent or Collateral Agent, as applicable, or (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as Collateral Agent or otherwise holding any collateral security on behalf of any of

the Lenders, (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent and (c) in respect of the matters referred to under clause (1) above. Notwithstanding anything to the contrary herein, no Disqualified Lender may be appointed as a successor Administrative Agent without the consent of the Borrower.

Section 8.04 Non-Reliance

(a) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement and funding its Loans or providing its Commitments on the Effective Date, or delivering its signature page to an Assignment and Assumption pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

Section 8.05 Collateral and Guarantee Matters

(a) Except with respect to the exercise of setoff rights of any Lender in accordance with Section 9.08 or with respect to a Lender's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Agents on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition, and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Loan Document Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent on behalf of the Secured Parties at such sale or other disposition. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Secured Obligations, to have agreed to the provisions of this Article, Section 9.15, Section 9.17 and 9.18.

(b) In furtherance of the foregoing and not in limitation thereof, no Swap Agreement or Cash Management Services the obligations under or in respect of which constitute Secured Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such Swap Agreement or a provider of such Cash Management Services shall be deemed to have appointed the Administrative Agent and the Collateral Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) Each of the Lenders and other Secured Parties irrevocably authorizes and directs the Administrative Agent and the Collateral Agent to, and the Administrative Agent and Collateral Agent, as applicable, shall (a) release and terminate, or to confirm or evidence any automatic release and termination of, any Guarantees and Liens created under the Loan Documents as provided in Section 9.15

or in any other Security Document and (b) subordinate, at the request of the Borrower, any Lien on any property granted to or held by the Collateral Agent under any Security Document to the holder of any Lien on such property that is permitted by Section 6.02(iv).

Section 8.06 Certain Insolvency Matters

In case of the pendency of any proceeding with respect to any Loan Party under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan 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 Borrower) shall be entitled and empowered (but not obligated) 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 and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim under Section 2.12, Section 2.13, Section 2.15, Section 2.16, Section 2.17 and Section 9.03) 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 proceeding is hereby authorized by each Lender and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03).

Section 8.07 Miscellaneous.

(a) [Reserved].

(b) To the extent required by any applicable Requirements of Law, 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 2.17, each Lender shall indemnify the Administrative Agent against, and shall make payment in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of any 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, or because such Lender's failure to comply with the provisions of Section 9.04 relating to the maintenance of a Participant Register), but in each case only to the extent that any Loan Party has not already indemnified the Administrative Agent for such amounts and without limiting the obligation of the Loan Parties to do so. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

(c) Each Lender and other Secured Party hereby appoints the Administrative Agent and Collateral Agent to act as its agent under and in connection with the relevant Security Documents and the Intercreditor Agreements.

(d) All provisions of this Article VIII applicable to the Administrative Agent shall apply to the Collateral Agent and the Collateral Agent shall be entitled to all the benefits and indemnities applicable to the Administrative Agent under this Agreement.

Article IX

MISCELLANEOUS

Section 9.01 Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by e-mail or other electronic transmission, as follows:

(a) If to Holdings or the Borrower, to, Norvax, LLC, 222 W. Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654, Attention: General Counsel, Email: [***], with copies to, which such copies shall not constitute notice, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attention: Judson Oswald, P.C., Paul Rezvani, P.C. and Jacob Klapholz, Email: [***], [***] and [***];

(b) If to the Administrative Agent, to Blue Torch Finance LLC, c/o Blue Torch Capital LP, 599 Lexington Avenue, 27th Floor, New York, New York 10022, Email: [***] with a copy to, which copy shall not constitute notice: (x) SEI – Blue Torch Capital Loan Ops, 1 Freedom Valley Drive, Oaks, Pennsylvania 19456, Email:[***] and (y) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 Attention: Lucas Charleston and Josh Peary, Email: [***] and [***];

(c) [reserved];

(d) [reserved]; and

(d) if to any other Lender, to it at its address (or email address) set forth in its Administrative Questionnaire, and, in the case of any Tranche B Senior Takeback Term Lender or Tranche B Junior Takeback Term Lender as of the Effective Date, with a copy to, which copy shall not constitute notice: Cahill Gordon & Reindel LLP, 32 Old Slip, New York, NY 10005 Attention: Joel Moss and Jordan Wishnew, Email: [***] and [***].

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by electronic transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

Holdings and the Borrower may change their address or email for notices and other communications hereunder by notice to the Administrative Agent, the Administrative Agent may change its address or email for notices and other communications hereunder by notice to Holdings and the Borrower and the Lenders may change their address or email for notices and other communications hereunder by notice to the Administrative Agent. Notices and other communications to the Lenders hereunder may also be delivered or furnished by electronic transmission (including email and Internet or intranet websites) pursuant to procedures reasonably approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic transmission.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender may have had notice or knowledge of such Default at the time. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) Except as otherwise set forth in this Agreement, neither any Loan Document nor any provision thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Required Lenders (with a copy to the Administrative Agent) or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are party thereto, in each case with the consent of the Required Lenders, provided that no such agreement shall:

(i) without the written consent of each Lender directly and adversely affected thereby:

(A) increase the Commitment of any Lender (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(B) reduce or forgive any portion of the principal amount of any Loan (it being understood that a waiver of any Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute a reduction in principal) or reduce the rate of interest thereon or forgive any interest thereon, or reduce or forgive any fees payable hereunder (it being understood that any change to the definition of any ratio used in the calculation of the interest rate or fees therein or in the component definitions thereof shall not constitute a reduction or forgiveness of interest or fees), provided that (x) only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay default interest pursuant to Section 2.13(c) and (y) only the consent of the Required Lenders shall be necessary to reduce or waive the MOIC Premium (it being understood that any such reduction or waiver of the MOIC Premium shall not require the consent of the Required Tranche B Lenders pursuant to Section 6.14 or otherwise); provided further that, for the avoidance of doubt, no portion of any Tranche B Senior Takeback Loans and/or Tranche B Junior Takeback Loans shall be refinanced on a cashless basis with, exchanged for, or otherwise converted into, Equity Interests, in each case, without the consent of each affected Tranche B Senior Takeback Lender and/or Tranche B Junior Takeback Lender;

(C) postpone the final maturity date of any Loan (it being understood that a waiver of any mandatory prepayment or mandatory reduction of the Commitments shall not constitute a postponement of any maturity date), or any date for the payment of any

interest or fees payable hereunder, or postpone the scheduled date of expiration of any Commitment;

(D) waive, amend or modify (i) Section 7.03 or (ii) Section 4.02 of the Collateral Agreement;

(E) waive, amend or modify any provision of Section 2.11(a), Section 2.11(e), Section 2.11(f), Section 2.18, Section 9.17 or any other provision of any Loan Document providing for the pro rata or equal treatment of the Term Lenders or any group of them;

(F) amend or change the manner of payment of the Obligations to permit payment in kind in lieu of cash (for the avoidance of doubt, other than as permitted under Section 2.13(d)(ii) of this Agreement as of the Effective Date) or extend or add any grace period under Section 7.01 for failure to make any payment hereunder; or

(G) amend, waive, or modify Section 9.04(b)(i), Section 9.04(c)(i), or Section 9.04(j).

provided that, any amendment, modification or waiver contemplated in clause (b)(i) above shall only require the consent of the Lenders directly and adversely affected thereby and not the Required Lenders or any other Majority in Interest of Lenders of any Class of Loans or Commitments,

(ii) (a) waive, amend or modify the definitions of “Excluded Subsidiary”, “Required Lenders”, “Required Tranche B Lenders”, and/or “Termination Date” or (b) consent to the assignment or transfer by the Borrower of its rights and obligations under any Loan Document to which it is a party (except, with respect to this clause (ii)(b), as permitted by Section 6.03), in each case, without the written consent of each Lender,

(iii) reduce the percentages specified in, or otherwise amend, the definition of “Majority in Interest” without the written consent of each Lender of the applicable Class,

(iv) release all or substantially all the value of the Guarantees under the Guarantee Agreement (except as expressly provided in the Loan Documents as in effect on the Effective Date), without the written consent of each Lender,

(v) release all or substantially all the Collateral securing the Secured Obligations pursuant to the Security Documents, (except as expressly provided in the Loan Documents as in effect on the Effective Date) without the written consent of each Lender,

(vi) amend, waive or otherwise modify this Section 9.02 (or any other provision of this Agreement or any other Loan Document specifying the number of Lenders, class of Lenders, or portion of the Loans or Commitments required to take any action under the Loan Documents), Section 9.15 or Section 9.18, in each case, without the written consent of each Lender directly and adversely affected thereby,

(vii) amend, waive or otherwise modify any term or provision to subordinate (x) the Lien securing the Secured Obligations to any other Lien securing any other Indebtedness or (y) any of the Secured Obligations in right of payment (including pursuant to any “waterfall”

provision) to any other Indebtedness (including, for the avoidance of doubt, any debtor in possession or similar financing), in each case, without the written consent of each Lender directly and adversely affected thereby; provided that only those Lenders that have not been provided a reasonable opportunity to receive the most favorable treatment under or in connection with an amendment, waiver, supplement or other agreement described in this clause (vii) (other than the right to receive customary administrative agency and other similar fees) that is provided to any other Person, including the opportunity to participate on a pro rata basis on the same terms in any new loans or other Indebtedness (including any debtor in possession financing) permitted to be issued as a result of such amendment, waiver, modification or other agreement, shall be deemed to be directly and adversely affected by such amendment, waiver or modification,

(viii) amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent,

(ix) amend, waive or otherwise modify (A) the definition of “Liability Management Transaction”, the definition of “Subsidiary”, the definition of “subsidiary”, the definition of “Affiliate”, (B) any Intercreditor Agreement (except as permitted by Section 9.18), the definition of “Intercreditor Agreement,” Section 9.18 (or any other provision of this agreement to permit entry into any intercreditor agreement, subordination agreement, agreement among lenders or similar document not permitted by Section 9.18), in each case under this clause (B), other than in connection with the entry into an intercreditor agreement, subordination agreement, agreement among lenders and/or similar document with respect to Indebtedness incurred in reliance on and in accordance with Section 9.02(b)(vii), (C) the second-to-last and last paragraphs of Section 6.01 or the last paragraph of Section 6.02, or (D) any of the component definitions contained in each of the foregoing for the purposes thereof, in each case, without the written consent of each Tranche B Senior Takeback Lender and each Tranche B Junior Takeback Lender,

(x) (A) amend, waive or otherwise modify Section 6.14, Section 7.01(t), Section 9.03(a), Section 9.03(b), the definition of “Tranche B Term Loan Protective Period”, the definition of “Permitted Refinancing”, Section 6.01(a)(iv), Section 6.01(a)(xxxiv), Section 6.02(a)(xxxvi), Section 6.02(a)(xxxviii), the last paragraph of Section 7.01 (beginning with “then, and in each such event”) or any of the component definitions contained in each of the foregoing for the purposes thereof, (B) waive, or forbear from exercising any remedy in respect of, any breach of any consent right of (including any Default or Event of Default arising as a result thereof) the Required Tranche B Lenders, or (C) amend, waive or otherwise modify any other provision of any Loan Document that expressly requires the consent of the Required Tranche B Lenders (or forbear from exercising any remedy or waiving any Default or Event of Default in respect thereof), in each case of this clause (x), without the written consent of the Required Tranche B Lenders,

(xi) (A) permit the creation of “unrestricted subsidiaries” or any similar construct or (B) amend, waive or otherwise modify this Agreement, in each case, as a result of which a Subsidiary of Holdings is not subject to, or not otherwise required to comply with, Article VI, in each case, without the written consent of each Lender;

(xii) without prejudice to, and in addition to Section 9.02(b)(x), amend, waive or modify the requirements or limitations as to (i) the lien or payment priority, (ii) the maturity or Weighted Average Life to Maturity, (iii) any most favored nations provisions, or (iv) the

permitted collateral or obligors with respect to any Indebtedness permitted to be incurred under Article VI as of the Effective Date without the consent of the Required Tranche B Lenders;

(ii) permit any transaction or series of related transactions that has the effect of (a) incurring or authorizing the incurrence of additional Indebtedness, (b) authorizing or providing for additional Commitments, (c) terminating existing Commitments, or (d) otherwise retiring Indebtedness, in each case for a purpose of influencing any voting thresholds under this Agreement, in each case, without the written consent of each adversely affected Term Lender;

(iii) other than with respect to amendments, modifications, waivers or consents expressly permitted pursuant to clauses (i) through (xiii) above and/or (xv) through (xviii) below, permit any amendment, modification, waiver, or consent having a material and disproportionately adverse effect on the Tranche B Senior Takeback Lenders and/or the Tranche B Junior Takeback Lenders without the written consent of the Majority in Interest of the Tranche B Senior Takeback Lenders and/or the Tranche B Junior Takeback Lenders, as applicable;

(iv) without prejudice to, and in addition to Section 9.02(b)(ii), (b)(iv) and (b)(v), amend, waive or modify, or have the effect of amending, waiving or modifying Section 5.11 or Section 5.12 or the definition of “Collateral and Guarantee Requirement” or any of the component definitions contained in each of the foregoing for the purposes thereof in a manner that would have the effect of (i) releasing any Collateral and/or Guarantees or (ii) causing any assets or Subsidiaries not to be required to become Collateral or Loan Parties to the extent required by the Loan Documents as in effect on the Effective Date, without the written consent of the Required Tranche B Lenders;

(v) amend, waive or modify, or have the effect of amending, waiving or modifying (i) Section 2.20(a)(vi), (ii) Section 2.21(a)(v), or (iii) Section 9.04 in a manner that would have the effect of adding any restrictions to assignments or participations of any Tranche B Senior Takeback Term Loans or Tranche B Junior Takeback Term Loans, without the written consent of the Required Tranche B Lenders;

(vi) (i) without prejudice to, and in addition to Section 9.02(b)(x), increase the capacity for Indebtedness provided for in Section 6.01(a)(xxxiv), unless increased in accordance with Section 9.02(b)(vii) or (ii) amend, waive or modify, or have the effect of increasing the capacity permitted under Section 6.01(a)(xxxv), without the written consent of the Required Tranche B Lenders; or

(vii) amend, modify, or have the effect of amending or modifying the proviso to the definition of “Class” as in effect on the Effective Date, without the written consent of the Required Tranche B Lenders;

provided, further, that (A) 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 Holdings, the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time, (B) [reserved], (C) this Agreement and other Loan Documents may be amended or supplemented by an agreement or agreements in writing entered into by the Administrative Agent and the Borrower or any other Loan Party to which such agreement or agreements is to apply, without the need to obtain the consent of any Lender, to include “parallel debt” or similar provisions, and any authorizations or granting of powers by the Lenders and the other Secured Parties in favor of the Administrative Agent, in each case required to create in favor of the Administrative Agent any security interest contemplated to be created under this Agreement, or to perfect any such security

interest, where the Administrative Agent shall have been advised by its counsel that such provisions are necessary or advisable under local law for such purpose (with the Borrower hereby agreeing to, and to cause its subsidiaries to, enter into any such agreement or agreements upon reasonable request of the Administrative Agent promptly upon such request), (D) [reserved] and (E) the Borrower and the Administrative Agent may, without the input or consent of the other Lenders, effect changes to this Agreement that are necessary and appropriate to provide the amendments contemplated by each of Section 1.04(c) (so long as the Lenders shall have received prior written notice of such amendment).

Notwithstanding anything to the contrary contained in this Section 9.02, this Agreement, the Loan Documents and any guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Requirements of Law or advice of local counsel, (ii) to cure ambiguities inconsistencies, omissions, errors, mistakes or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents.

(c) In connection with any proposed amendment, modification, waiver or termination (a “Proposed Change”) requiring the consent of all Lenders (or all Lenders of a Class) or all directly and adversely affected Lenders (or all directly and adversely affected Lenders of a Class), if the consent of the Required Lenders (or a Majority in Interest of the applicable Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section being referred to as a “Non-Consenting Lender”), then, so long as the Administrative Agent is not a Non-Consenting Lender, the Borrower may, at their sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, (x) terminate the applicable Commitments of such Lender, and repay all obligations of the Borrower owing to such Lender relating to the applicable Loans and participations held by such Lender as of such termination date or (y) require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment), provided that (i) in the case of clause (y) above, the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consent shall not unreasonably be withheld, (ii) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts (including any amounts under Section 2.11(j)), payable to it hereunder from the Borrower or Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of clause (y) above, unless waived, the Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(ii). Notwithstanding anything herein to the contrary, each party hereto agrees that any assignment pursuant to the terms of this Section 9.02(c) may be effected pursuant to an Assignment and Assumption executed by Holdings, the Borrower, the Administrative Agent and the assignee and that the Non-Consenting Lender making such assignment need not be a party thereto.

(d) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, the Commitments and Term Loans of any Lender that is at the time a Defaulting Lender shall not have any voting or approval rights under the Loan Documents and shall be excluded in determining whether all Lenders (or all Lenders of a Class), all affected Lenders (or all affected Lenders of a Class) or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders (or all Lenders of a Class) or all affected Lenders (or all

affected Lenders of a Class) that affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

(e) [reserved].

(f) Notwithstanding anything in this Section 9.02 to the contrary, (i) technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent (and no other Person) to the extent necessary to make any amendments permitted by Section 2.14(b)(i) and (ii) without the consent of any Lender, the Loan Parties and the Administrative Agent, the Collateral Agent or any collateral agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or as required by local law to give effect to, or protect any security interest for benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any applicable Intercreditor Agreement, in compliance with Section 9.18. Without limitation of the foregoing, the Administrative Agent and the Borrower may, without the consent of any Lenders, (I) increase the interest rates (including any interest rate margins or interest rate floors), fees and other amounts payable to any Class or Classes of Lenders hereunder and/or (II) increase, expand and/or extend the call protection provisions and any “most favored nation” provisions benefiting any Class or Classes of Lenders hereunder (including, for the avoidance of doubt, the provisions of Section 2.11(j) hereof).

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (I) on the Effective Date all reasonable and documented or invoiced out of pocket expenses incurred by the Agents and the Lenders relating to the Transaction incurred as of the Effective Date (limited, in the case of professional fees and expenses, to the reasonable and documented fees and disbursements of Akin, FTI, Cahill and RPA) and (II) from and after the Effective Date, all reasonable and documented or invoiced out of pocket expenses incurred by the Agents, the Lenders and their respective Affiliates (without duplication), including the reasonable fees, charges and disbursements of Akin, counsel to the Administrative Agent, the Tranche A Senior Takeback Term Lenders and the Tranche A Junior Takeback Term Lenders and Cahill, as counsel to the Tranche B Senior Takeback Term Lenders and Tranche B Junior Takeback Term Lenders and to the extent reasonably determined by the Administrative Agent to be necessary one local counsel in each applicable jurisdiction and of such other counsel retained with the Borrower’s consent (such consent not to be unreasonably withheld or delayed), in each case for the Agents and the Lenders in connection with (i) the structuring, arrangement or syndication of the credit facilities provided for herein, the preparation, execution, delivery or administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not successful) and (ii) the enforcement or protection of their rights in connection with the Loan Documents.

(b) The Borrower shall indemnify the Administrative Agent, each other Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnified Person”) against, and hold each Indemnified Person harmless from, any and all losses, claims, damages and liabilities (collectively, the “Losses”) of any kind or nature, and subject to the limitations set forth below, with respect to legal fees and expenses, the reasonable and documented or invoiced out-of-pocket fees and expenses, joint or several, to which any of the Indemnified Persons becomes subject, in each case to the extent of any such Losses and related expenses to the extent arising out of, resulting from, or in connection with any action, claim, litigation, investigation or other proceeding relating to (i) any Loan or Commitment, the Transactions or the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents or the use of the proceeds of the Loans or (ii) the structuring, arrangement or syndication of the credit facilities provided for herein, the preparation, execution, delivery or administration of this Agreement and the other Loan Documents or any other agreement or instrument contemplated hereby or thereby or any amendments, modifications or waivers of, or enforcement of, the provisions hereof or thereof, the performance by the parties to the Loan Documents of their respective obligations hereunder or thereunder and the consummation of the Transactions or any other transactions contemplated hereby or thereby (including any inquiry or

investigation of the foregoing (any of the foregoing, a “Proceeding”)) (regardless of whether such Indemnified Person is a party thereto or whether or not such Proceeding was brought by the Borrower, its equity holders, Affiliates or creditors or any other third person) and shall reimburse each such Indemnified Person promptly for any reasonable and documented or invoiced out-of-pocket fees and expenses incurred in connection with investigating, responding to or defending any of the foregoing (which in the case of legal fees shall be limited to the reasonable and documented or invoiced out-of-pocket fees, expenses, disbursements and other charges of a single firm of counsel for all Indemnified Persons, taken as a whole, an additional firm of counsel for PSP, an additional firm of counsel for the Tranche B Senior Takeback Term Lenders and Tranche B Junior Takeback Term Lenders (taken as a whole) and, to the extent necessary, (x) a single firm of local counsel in each appropriate local jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) and (y) a single firm of regulatory counsel for all Indemnified Persons taken as a whole (and, solely in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies the Borrower of any existence of such conflict and in connection with the investigating, responding to or defending any of the foregoing has retained its own counsel, of one other firm of primary, local or regulatory counsel (as applicable) for such affected Indemnified Person)); provided that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person’s Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations under the Loan Documents by, any Indemnified Person or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any Proceeding that does not arise from any act or omission by Holdings, the Borrower or any Related Party and that is brought by any Indemnified Person against another Indemnified Person; provided that the Administrative Agent and the other Agents, to the extent fulfilling their respective roles as an agent or arranger hereunder and in their capacities as such, shall remain indemnified in respect of such a Proceeding, to the extent that none of the exceptions set forth in any of clauses (i) or (ii) of the immediately preceding proviso apply to such Person at such time.

(c) To the extent that Holdings or the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or any other Agent (or any sub-agent thereof) or any Related Party of the Administrative Agent or any other Agent under paragraph (a) or (b) of this Section, and without limiting Holdings’ or the Borrower’s obligation to do so, each Lender severally agrees to pay to the Administrative Agent or any other Agent (or any sub-agent thereof), as the case may be, such Lender’s pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or any other Agent (or any sub-agent thereof) or against any Related Party of the Administrative Agent acting for the Administrative Agent in connection with such capacity. For purposes hereof, a Lender’s “pro rata share” shall be determined based upon its share of the aggregate outstanding Loans and unused Commitments at the time. The obligations of the Lenders under this paragraph (c) are subject to the last sentence of Section 2.02(a) (which shall apply mutatis mutandis to the Lenders’ obligations under this paragraph (c)).

(d) To the fullest extent permitted by applicable Requirements of Law, (i) neither Holdings nor the Borrower shall assert, or permit any of their Affiliates or Related Parties to assert any claim against any Indemnified Person for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), provided that such indemnity shall not, as to any Indemnified Person, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of, or a breach of the Loan Documents by, such Indemnified Person or its Related Parties and (ii) neither Holdings, the Borrower, or any Indemnified Person shall assert, or permit any of their Affiliates or Related Parties to assert any claim, 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, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than 30 days (x) after written demand therefor, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt by the Borrower of an invoice setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request; provided, however, that any Indemnified Person shall promptly refund or return an indemnification payment received hereunder to the extent that such Indemnified Person was not entitled to indemnification with respect to such payment pursuant to this Section 9.03.

(f) For the avoidance of doubt, this Section 9.03 shall not apply to Taxes, except any Taxes that represent Losses arising from any non-Tax claims.

Section 9.04 Successors and Assigns; Etc.

(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, except that (i) except as provided in Section 6.03, the Borrower may not 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 the Borrower 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. 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, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent, the other Agents, any Indemnified Person, the Related Parties of each of the Agents, the Indemnified Persons and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (ii), any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent of (A) the Borrower (such consent not to be unreasonably withheld or delayed); provided that no consent of the Borrower shall be required for an assignment (1) by a Term Lender to any Term Lender or an Affiliate of any Term Lender, (2) by a Term Lender to an Approved Fund of any Term Lender, (3) [reserved] or (4) if an Event of Default under Section 7.01(a), (b), (h) or (i), has occurred and is continuing; provided further that the Borrower shall have the right to withhold its consent to any assignment if, in order for such assignment to comply with applicable law, Holdings or the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority and (B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); provided that no consent of the Administrative Agent shall be required for an assignment of a Term Loan to an Affiliate or Approved Fund of any Term Lender. Notwithstanding anything in this Section 9.04 to the contrary, if any Person the consent of which is required by this paragraph with respect to any assignment has not given the Administrative Agent written notice of its objection to such assignment within 10 Business Days after receipt of written notice to such Person, such Person shall be deemed to have consented to such assignment.

(ii) Assignments shall be subject to the following additional conditions: (A) 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 Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the trade date specified in the Assignment and Assumption with respect to such assignment or, if no trade date is so specified, as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 (and integral multiples of \$1,000,000 in excess thereof), unless the Borrower and the Administrative Agent otherwise consent (such consent not to be unreasonably withheld or delayed), (B) 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 subclause (B) shall not be construed to prohibit assignment of a proportionate

part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption (which shall include a representation by the assignee that it is not a Disqualified Lender or an Affiliate of a Disqualified Lender (so long as the list of Disqualified Lenders (other than any Person that is a Disqualified Lender pursuant to clause (iii)(y) and (z) of the definition thereof) has been made available to all Lenders party to such assignment following the reasonable written request therefore with such written request being concurrently delivered to the Borrower)), together (unless waived by the Administrative Agent) with a processing and recordation fee of \$3,500 (which shall not be required in connection with any assignment by PSP to one of its Affiliates), provided that assignments made pursuant to Section 2.19 or Section 9.02(c) shall not require the signature of the assigning Lender to become effective, (D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent any tax forms required by Section 2.17(e), all "know your customer" documents requested by the Administrative Agent pursuant to anti-money laundering rules and regulations, including, but not limited to, the USA PATRIOT Act, and an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws, and (E) other than as permitted by clause (j) below, no assignment of any Loans, Commitments may be made to Holdings, the Borrower or any Subsidiary thereof.

(iii) Subject to acceptance and recording thereof pursuant to clause (v) of this paragraph (b), from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all 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 (subject to the obligations and limitations of) Sections 2.15, 2.16, 2.17 and 9.03 and to any fees payable hereunder that have accrued for such Lender's account but have not yet been paid). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 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 Section 9.04(c)(i).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal and stated interest amounts of the Loans owing to each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Holdings, the Borrower, the Administrative Agent 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 Holdings, the Borrower and, solely with respect

to its Loans or Commitments, any Lender, at any reasonable time and from time to time upon reasonable prior written notice. Notwithstanding the foregoing, in no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is a Disqualified Lender (or affiliates of Disqualified Lenders), nor shall the Administrative Agent be (x) obligated to monitor the aggregate amount of the Loans or Commitments held by Disqualified Lenders (or affiliates of Disqualified Lenders) or (y) be liable for any assignment to Disqualified Lenders or other assignees in violation of this Credit Agreement.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.17(e) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in this paragraph (b) and any written consent to such assignment required by this paragraph (b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph (b).

(vi) The words "execution," "signed," "signature" and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

(c) (i) Any Lender may, without the consent of Holdings, the Borrower or the Administrative Agent, sell participations to one or more banks or other Persons (other than to a Person that is not an Eligible Assignee; provided that for the purposes of this provision, Disqualified Lenders shall be deemed to be Eligible Assignees unless a list of Disqualified Lenders (other than any Person that is a Disqualified Lender pursuant to clause (iii)(y) and (z) of the definition thereof) has been made available to all Lenders party to such participation and following the reasonable written request therefor) (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 Loans of any Class); 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) Holdings, the Borrower, the Administrative Agent 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 the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents, 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 the first proviso to Section 9.02(b) that directly and adversely affects such Participant. Subject to clause (ii) below, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the obligations and limitations thereof, it being understood that any tax forms required by Section 2.17(e) shall be provided to the Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(ii) No Participant shall be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the participating 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 or delayed) expressly acknowledging that such Participant's entitlement to benefits under Section 2.15, 2.16 or 2.17 is not limited to what the participating Lender would have been entitled to receive absent the participation, or to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and stated interest amounts of each Participant's interest in the Loans or other obligations under the Loan 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 obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive (absent manifest error), and each Person whose name is recorded in the Participant Register pursuant to the terms hereof shall be treated as a Participant for all purposes of this Agreement, notwithstanding 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.

(d) Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank, and this Section shall not apply to any such pledge or assignment of a security interest, provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(f) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPV"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement, provided that (i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPV hereunder shall utilize the

Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full in cash of all outstanding commercial paper or other senior indebtedness of any SPV, such party will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV.

(g) In the event of any assignment or participation by a Lender without the Borrower's consent or deemed consent (if applicable) (A) to any Disqualified Lender or (B) to the extent the Borrower's consent is required under this Section 9.04, to any other Person, the Borrower shall be entitled at their sole expense and effort to seek specific performance to unwind any such assignment or participation in addition to injunctive relief (without posting a bond or presenting evidence of irreparable harm) or any other remedies available to the Borrower at law or in equity in respect of such assignor or assignee; it being understood and agreed that Holdings, the Borrower and their respective subsidiaries will suffer irreparable harm if any Lender breaches any obligation under this Section 9.04 as it relates to any assignment, participation or pledge of any Loan or Commitment to any Disqualified Lender or any other Person to whom the Borrower's consent is required but not obtained (or has not been deemed consented to). Upon the request of any Lender or as otherwise required herein, the Administrative Agent shall make available to such Lender the list of Disqualified Lenders at the relevant time and such Lender may provide the list to any potential assignee or participant on a confidential basis in accordance with Section 9.12 for the purpose of verifying whether such Person is a Disqualified Lender. For the avoidance of doubt, the Administrative Agent shall not have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to, Disqualified Lenders.

(h) If any assignment or participation under this Section 9.04 is made to any Affiliate of any Disqualified Lender (other than any Competitor Debt Fund Affiliate) without the Borrower's prior written consent or deemed consent (any such person, a "Disqualified Person"), then, such assignment shall not be null and void, but the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Person and the Administrative Agent, (A) terminate any Commitment of such Disqualified Person and repay all obligations of the Borrower owing to such Disqualified Person, (B) in the case of any outstanding Term Loans, held by such Disqualified Person, purchase such Term Loans by paying the amount that such Disqualified Person paid to acquire such Term Loans, plus accrued interest thereon, accrued fees and all other amounts payable to it hereunder and/or (C) require that such Disqualified Person assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.04), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees; provided that (I) in the case of clause (B), the applicable Disqualified Person has received payment of an amount equal to the lesser of (1) par and (2) the amount that such Disqualified Person paid for the applicable Loans, plus accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the Borrower, (II) in the case of clauses (A) and (B), the Borrower shall be liable to the relevant Disqualified Person under Section 2.16 if any SOFR Loan owing to such Disqualified Person is repaid or purchased other than on the last day of the Interest Period relating thereto and (III) in the case of clause (C), the relevant assignment shall otherwise comply with this Section 9.04 (except that no registration and processing fee required under this Section 9.04 shall be required with any assignment pursuant to this paragraph). Nothing in this Section 9.04(h) shall be deemed to prejudice any right or remedy that the Borrower may otherwise have at law or equity. For the avoidance of doubt, the Administrative Agent shall not have any responsibility or liability for monitoring the identities of, or enforcing provisions relating to, Disqualified Persons.

(i) Upon the cancellation or retirement of any Loans pursuant to this Section 9.04, (A) the aggregate principal amount (calculated on the face amount thereof) shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans so retired or cancelled and (B) the Administrative Agent shall record such cancellation or retirement in the Register.

(j) The Borrower shall also be entitled to purchase (from Lenders) outstanding principal of Term Loans in accordance with the provisions of Sections 2.20 and 2.21, which purchases shall be evidenced by assignments (in form reasonably satisfactory to the Administrative Agent) from the applicable Lender to the Borrower. Each assignor and assignee party to the relevant repurchases under Sections 2.20 and 2.21 shall render customary “big boy” disclaimer letters or any such disclaimers shall be incorporated into the terms of the Assignment and Assumption. No such transfer or assignment shall be effective until recorded by the Administrative Agent (which the Administrative Agent agrees to promptly record) on the Register pursuant to Section 9.04(b)(iv) above. All Term Loans purchased pursuant to Sections 2.20 and 2.21 shall be immediately and automatically cancelled and retired, and the Borrower shall in no event become a Lender hereunder. To the extent of any assignment to the Borrower as described in this clause (j), the assigning Lender shall be relieved of its obligations hereunder with respect to the assigned Term Loans. In no event shall the Borrower: (i) purchase any portion of the Junior Takeback Term Loans prior to the payment in full in cash of the Senior Takeback Term Loans; (ii) purchase any portion of the Tranche A Senior Takeback Term Loans without a pro rata or greater than pro rata purchase for cash of the Tranche B Senior Takeback Term Loans; or (iii) purchase any portion of the Tranche A Junior Takeback Term Loans without a pro rata or greater than pro rata purchase for cash of the Tranche B Junior Takeback Term Loans unless, in the case of clauses (ii) and (iii) above, to the extent the applicable offer for purchase is an all-cash offer to all Lenders of the applicable Class pro rata on the same terms (including all economics).

Section 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to any Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Agents or the syndication of the Loans and Commitments constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic means shall be effective as delivery of an original counterpart of this Agreement. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and excepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper, (iii) it is being provided with an electronic or paper copy of

this Agreement in a useable format, and (iv) the foregoing agreements shall apply to each other Loan Document *mutatis mutandis*.

Section 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other amounts at any time held and other obligations (in whatever currency) at any time then due and owing by such Lender, to or for the credit or the account of Holdings or the Borrower against any of and all the obligations of Holdings or the Borrower then due and owing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The applicable Lender shall notify the Borrower and the Administrative Agent of such setoff and application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set off and application under this Section 9.08. The rights of each Lender under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender may have. Notwithstanding the foregoing, no amount of setoff from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in any Loan Document shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to any Loan Document against Holdings, the Borrower or their respective properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in any Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES

THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its Affiliates and its and its Affiliates' directors, officers, employees, trustees and agents, including accountants, legal counsel and other agents and advisors (collectively, the "Representatives") on a "need to know" basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and any failure of such Persons to comply with this Section 9.12 shall constitute a breach of this Section 9.12 by the Administrative Agent, the relevant Lender); provided, that unless the Borrower otherwise consents, no such disclosure shall be made by the Administrative Agent, any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent or any Lender that is a Disqualified Lender, (ii) (x) to the extent requested by any regulatory authority, required by applicable law or by any subpoena or similar legal process or (y) in connection with the exercise of remedies under any Loan Document or any action or proceeding relating to any Loan Document or the enforcement of rights hereunder; provided that (A) in the case of the foregoing clause (x), to the extent practicable and not prohibited by applicable law or court order, each Lender and the Administrative Agent shall promptly notify the Borrower of any request by any governmental agency or representative thereof (other than any such request in connection with an examination of the financial condition of such Lender by such governmental agency or other routine examinations of such Lender by such governmental agency) for disclosure of any such non-public information prior to disclosure of such information and (B) in the case of clause (y) only, each Lender and the Administrative Agent shall use reasonable best efforts to ensure that such Information is kept confidential in connection with the exercise of such remedies, and provided, further, that in no event shall any Lender or the Administrative Agent be obligated or required to return any materials furnished by Holdings, the Borrower or any of their Subsidiaries, (iii) to any other party to this Agreement, (iv) subject to an acknowledgment and acceptance by the relevant recipient that such Information is being disseminated on a confidential basis (on substantially similar terms to those of this Section or as otherwise reasonably acceptable to the Borrower and the Administrative Agent), to (x) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or prospective Participant in, any of its rights or obligations under this Agreement or (y) any direct or indirect contractual counterparty to any Swap Agreement relating to any Loan Party or their Subsidiaries and its obligations under the Loan Documents, (v) with the consent of the Borrower, in the case of Information provided by Holdings, the Borrower or any other Subsidiary or (vi) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than Holdings or the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement, the amount of the Term Facility, the Effective Date and publicly available information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments and the Borrowings hereunder. For the purposes of this Section, "Information" means all information received from Holdings or the Borrower relating to Holdings, the Borrower, any Subsidiary or their business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by Holdings or the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING HOLDINGS, THE BORROWER, THE

LOAN PARTIES AND THEIR 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.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT, WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT HOLDINGS, THE BORROWER, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT 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, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

Section 9.13 USA Patriot Act. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of Title III of the USA Patriot Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or Administrative Agent, as applicable, to identify each Loan Party in accordance with the Title III of the USA Patriot Act and the Beneficial Ownership Regulation.

Section 9.14 Judgment Currency.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Borrower in respect of any sum due to any party hereto or any holder of any obligation owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

Section 9.15 Release of Liens and Guarantees. A Subsidiary Loan Party shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Subsidiary Loan Party shall be released, (1) automatically upon the consummation of any single transaction or related series of transactions permitted by this Agreement as a result of which such Subsidiary Loan Party ceases to be a Subsidiary, or (2) upon notice by the Borrower to the Administrative Agent, if a Subsidiary Loan Party becomes an Excluded Subsidiary in connection with a transaction permitted under this Agreement; provided that a Subsidiary Loan Party shall not be released from the Guarantee in connection with a de minimis transfer of Equity Interests in such Subsidiary Loan Party if there is no bona fide business purpose for each transfer of Equity Interests or such transfer of Equity Interests is intended solely to obtain a release of the Guarantee. The security interests in any applicable Collateral created by the Security Documents or any applicable Guarantee shall be released, (i) automatically upon any sale or other transfer as part of or in connection with a Disposition by any Loan Party (other than to Holdings, the Borrower or any other Loan Party) of any Collateral in a transaction permitted under this Agreement, (ii) upon notice by the Borrower

to the Administrative Agent, if any property granted to or held by the Administrative Agent under any Loan Documents ceases to constitute Collateral, including by becoming an Excluded Asset or (iii) upon the effectiveness of any written consent to the release of the Lien or security interest created under any Security Document in any Collateral or the release of any Loan Party from its Guarantee under the Guarantee Agreement pursuant to Section 9.02. Upon the occurrence of the Termination Date, all obligations under the Loan Documents (other than obligations that by their terms survive the termination of the Loan Documents) and all security interests created by the Security Documents shall be automatically released. In connection with any termination or release pursuant to this Section or in connection with any subordination of its interest as required by Article VIII, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent. The Lenders irrevocably authorize the Administrative Agent to release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(ii) (only with regard to Permitted Encumbrances of the type described in clauses (c), (d), (e), (h), (j), (k) and (l) of the definition thereof), 6.02(iv), 6.02(v), 6.02(vi), 6.02(vii), 6.02(viii), 6.02(xi), 6.02(xii), 6.02(xiii), 6.02(xiv), 6.02(xv), 6.02(xvi), 6.02(xvii), 6.02(xviii), 6.02(xxi), 6.02(xxiii), 6.02(xxv), 6.02(xxvi), 6.02(xxvii), 6.02(xxviii), [reserved], or 6.02(xxxiv), in each case, to the extent required by the terms of the obligations secured by such Liens pursuant to documents reasonably acceptable to the Administrative Agent.

Section 9.16 No Fiduciary Relationship. Each of Holdings and the Borrower, 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, Holdings, the Borrower, the other Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Agents, the Lenders and their respective Affiliates, and Agents and their 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 Administrative Agent, the Lenders or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.

Section 9.17 Application of Funds; Intercreditor Provisions.

(a) After either (x) the Secured Obligations have been accelerated, in whole or in part (including any acceleration resulting from a default pursuant to Sections 7.01(h) or (i)), or (y) an exercise of remedies pursuant to the terms of the Loan Documents, any amounts or other property received on account of the Secured Obligations by any Secured Party, whether from another Secured Party or any Loan Party, or otherwise (including proceeds in respect of any sale, collection, disposition or other liquidation of all or any part of the Collateral, and any payments or distributions of any kind or any amounts or other property collected or received on account of a Claim (as such term is defined in section 101(5) of the Bankruptcy Code), whether or not allowed or allowable, in a Bankruptcy Proceeding) with respect to any of the Secured Obligations, whether or not such Claim is allowed or allowable in any Bankruptcy Proceeding of any Loan Party (including, for the avoidance of doubt, any Reorganization Securities, any adequate protection payments, any proceeds of avoidance actions, any proceeds of a credit bid under section 363 or 1129 of the Bankruptcy Code, and any amounts or other property of any type, whether tangible or intangible), shall, in each case, subject to Section 9.17(b) (including the retention of Second-Out Obligations Cash Payments and/or Third-Out Obligations Cash Payments to the extent permitted thereby) and the ability to "roll up" or refinance Secured Obligations pursuant to Section 9.17(e), be applied in the following order:

- (i) *first*, to payment of that portion of the Secured Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest) payable to the Administrative Agent and the Collateral Agent in their respective capacities as such;
- (ii) *second*, ratably to payment of the First-Out Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Secured Parties

then due and payable ratably among such Secured Parties in proportion to the amounts of such First-Out Obligations held by such Secured Parties until paid in full in cash;

(iii) *third*, ratably to payment of the First-Out Obligations constituting accrued and unpaid interest payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such First-Out Obligations held by such Secured Parties until paid in full in cash;

(iv) *fourth*, to payment of the First-Out Obligations constituting unpaid principal payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such First-Out Obligations held by such Secured Parties until paid in full in cash;

(v) *fifth*, to payment of the Second-Out Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Second-Out Obligations held by such Secured Parties until paid in full in cash;

(vi) *sixth*, to payment of the Second-Out Obligations constituting accrued and unpaid interest payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Second-Out Obligations held by such Secured Parties until paid in full in cash;

(vii) *seventh*, to payment of the Second-Out Obligations constituting unpaid principal payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Second-Out Obligations held by such Secured Parties until paid in full in cash;

(viii) *eighth*, to payment of the Third-Out Obligations constituting fees, indemnities and other amounts (other than principal and interest), including for the avoidance of doubt all Secured Cash Management Obligations and Secured Swap Obligations, payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Third-Out Obligations held by such Secured Parties until paid in full in cash;

(ix) *ninth*, to payment of the Third-Out Obligations constituting accrued and unpaid interest payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Third-Out Obligations held by such Secured Parties until paid in full in cash;

(x) *tenth*, to payment of the Third-Out Obligations constituting unpaid principal payable to the Secured Parties then due and payable ratably among such Secured Parties in proportion to the amounts of such Third-Out Obligations held by such Secured Parties until paid in full in cash;

(xi) *eleventh*, to the payment of all other Secured Obligations that are due and payable to the Administrative Agent, Collateral Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Secured Obligations owing to the Administrative Agent, Collateral Agent and the other Secured Parties on such date until paid in full in cash; and

to the balance, if any, as required by any Intercreditor Agreement or, in the absence of any such requirement, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns).

The Secured Parties acknowledge and agree that they shall not take or receive any payments, proceeds or distributions in contravention of the provisions of this Section 9.17(a). For the avoidance of doubt, any proceeds, payments or distributions received by a Lender in contravention of the provisions of this Section 9.17(a) shall be held in trust for the benefit of the Administrative Agent and turned over to the Administrative Agent for application in accordance with this Section 9.17(a). In the event that any such proceeds are insufficient to pay in full the items described in clauses First through Eleventh of this Section 9.17(a), the Loan Parties shall remain liable for any deficiency.

(a) The parties hereto acknowledge and agree that, notwithstanding the provisions of Section 9.17(a), (i) Lenders may retain cash payments made in respect of the Second-Out Obligations (excluding payments of principal) during the pendency of a Bankruptcy Proceeding ("Second-Out Obligations Cash Payments"); provided, however, that such amounts shall be subject to turnover to holders of the First-Out Obligations on the effective date of a plan of reorganization under any Debtor Relief Laws (a "Plan of Reorganization") in an amount equal to the lesser of (x) the amount needed to repay the First-Out Obligations in full in cash and (y) the amount of such Second Out Obligations Cash Payments, unless a Plan of Reorganization that provides for treatment of First-Out Obligations in a manner that does not repay the First-Out Obligations in full in cash has been approved by the requisite holders of First-Out Obligations (voting as a separate class) under section 1126(c) of the Bankruptcy Code, and (ii) Lenders may retain cash payments made in respect of the Third-Out Obligations (excluding payments of principal) during the pendency of a Bankruptcy Proceeding ("Third-Out Obligations Cash Payments"); provided, however, that such amounts shall be subject to turnover to holders of the First-Out Obligations and the Second-Out Obligations on the effective date of a Plan of Reorganization in an amount equal to the lesser of (x) the amount needed to repay the First-Out Obligations and the Second-Out Obligations in full in cash and (y) the amount of such Third-Out Obligations Cash Payments, unless a Plan of Reorganization that provides for treatment of First-Out Obligations and Second-Out Obligations in a manner that does not repay the First-Out Obligations and the Second-Out Obligations in full in cash has been approved by a vote of the requisite majorities of each of the holders of First-Out Obligations and Second-Out Obligations (each voting as a separate class) under section 1126(c) of the Bankruptcy Code.

(b) Each Secured Party acknowledges and agrees that (1) the claims in respect of the First-Out Obligations, Second-Out Obligations, and Third-Out Obligations shall be separately classified (within the meaning of section 1126(c) of the Bankruptcy Code) in any Bankruptcy Proceeding, and (2) they will not object to such separate classification in any Bankruptcy Proceeding; provided that no Secured Party shall support, propose or vote in favor of any Plan of Reorganization unless such Plan of Reorganization provides (x) for such separate classification and (y) that (i) all First-Out Obligations shall be classified together in the same class, without any subclasses, (ii) all Second-Out Obligations shall be classified together in the same class, without any subclasses, and (iii) all Third-Out Obligations shall be classified together in the same class, without any subclasses. The failure of such claims to be so separately classified shall not alter the application of Section 9.17(a) hereof to any payment or other distribution received on account of such claims. Except as expressly set forth in this Section 9.17, payments or Proceeds of Collateral or other property received in connection with any Insolvency Proceeding in which holders of First-Out Obligations, Second-Out Obligations and/or Third-Out Obligations are classified in the same class in any Plan of Reorganization shall be turned over to the Administrative Agent for distribution in accordance with this Section 9.17. In furtherance of the foregoing, each holder of Second-Out Obligations and Third-Out Obligations agrees that it will not propose, support, vote in favor of, or otherwise agree to any Non-Conforming Plan of Reorganization.

(c) Each holder of Second-Out Obligations and each holder of Third-Out Obligations acknowledges and agrees that if any Loan Party shall be subject to any Bankruptcy Proceeding and shall, as debtor(s)-in-possession, or if any receiver or trustee for such Person or Persons shall, move for approval of financing (“DIP Financing”) to be provided by one or more Persons under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law, then each holder of Second-Out Obligations and each holder of Third-Out Obligations agrees that it will not raise any objection, contest or oppose, and each such holder will be deemed to consent to any such DIP Financing or to the Liens on the Collateral securing the same (“DIP Financing Liens”), or to any use, sale or lease of cash collateral that constitutes Collateral or to any grant of administrative expense priority claims under Section 364 of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law if the Administrative Agent (acting at the direction of the Required Lenders) consents to such DIP Financing or such DIP Financing Liens or such use of cash collateral; provided that such DIP Financing does not provide for a “MOIC” or similar premium, or for a greater than “one-to-one” roll-up or refinancing of the First-Out Obligations, Second-Out Obligations or Third-Out Obligations, as applicable, in each case, without the written consent of the Required Tranche B Lenders, and, in each case: (i) the holders of Second-Out Obligations will agree to subordinate their Liens on the Collateral to such DIP Financing Liens, to all adequate protection Liens granted to the holders of First-Out Obligations, and to any “carve out” from the Collateral agreed to by the Administrative Agent (acting at the direction of the Required Lenders), so long as the holders of Second-Out Obligations retain their Liens on all the Collateral, including proceeds thereof arising after the commencement of any Bankruptcy Proceeding, with the same priority as set forth in Section 9.17(a) with regard to the application of proceeds of Collateral as existed prior to the commencement of the Bankruptcy Proceeding; and (ii) the holders of Third-Out Obligations will agree to subordinate their Liens on the Collateral to such DIP Financing Liens, to all adequate protection Liens granted to the holders of First-Out Obligations and the holders of Second-Out Obligations, and to any “carve out” from the Collateral agreed to by the Administrative Agent (acting at the direction of the Required Lenders), so long as the holders of Third-Out Obligations retain their Liens on all the Collateral, including proceeds thereof arising after the commencement of any Bankruptcy Proceeding, with the same priority as set forth in Section 9.17(a) with regard to the application of proceeds of Collateral as existed prior to the commencement of the Bankruptcy Proceedings.

(d) No First-Out Obligations may be “rolled up” or refinanced into any DIP Financing provided in any Bankruptcy Proceeding unless (x) such “roll up” or refinancing repays the First-Out Obligations in full in cash or (y) each holder of First-Out Obligations shall be offered, on ten (10) Business Days' notice to such holders (which may occur after the closing of such DIP Financing but prior to the entry of the final order in respect thereof) the opportunity to participate in such “roll-up” or refinancing on a pro rata basis (based on the principal amount of First-Out Obligations held thereby) on the same terms as all other holders of First-Out Obligations (including as to all economics, other than the right to receive customary administrative agency and other similar fees); provided that the offer to participate in such “roll-up” or refinancing may be conditioned upon holders of First-Out Obligations committing to provide and providing (which, in each case, may be through a fronting lender) its pro rata share (based on the principal amount of First-Out Obligations held thereby) of any new money component of such DIP Financing on the same terms as all other holders of First-Out Obligations (including as to all economics, other than the right to receive customary administrative agency and other similar fees). No Second-Out Obligations may be “rolled up” or refinanced into any DIP Financing provided in any Bankruptcy Proceeding unless, subject to Section 9.17(f) below, (x) such “roll up” or refinancing repays the Second-Out Obligations in full in cash or (y) each holder of Second-Out Obligations shall be offered, on ten (10) Business Days' notice to such holders (which may occur after the closing of such DIP Financing but prior to the entry of the final order in respect thereof) the opportunity to participate in such “roll-up” or refinancing on a pro rata basis (based on the principal amount of Second-Out Obligations held thereby) on the same terms (including as to all economics, other than the right to receive customary administrative agency and other similar fees); provided that the offer to participate in such “roll-up” or refinancing may be conditioned upon holders of Second-Out Obligations

committing to provide and providing (which, in each case, may be through a fronting lender) its pro rata share (based on the principal amount of Second-Out Obligations held thereby) of any new money component of such DIP Financing on the same terms as all other holders of Second-Out Obligations (including as to all economics, other than the right to receive customary administrative agency and other similar fees) as all other holders of Second-Out Obligations. No Third-Out Obligations may be “rolled up” or refinanced into any DIP Financing provided in any Bankruptcy Proceeding unless, subject to Section 9.17(f) below, (x) such “roll up” or refinancing repays the Third-Out Obligations in full in cash or (y) each holder of Third-Out Obligations shall be offered, on ten (10) Business Days' notice to such holders (which may occur after the closing of such DIP Financing but prior to the entry of the final order in respect thereof) the opportunity to participate in such “roll-up” or refinancing on a pro rata basis (based on the principal amount of Third-Out Obligations held thereby) on the same terms (including as to all economics, other than the right to receive customary administrative agency and other similar fees); provided that the offer to participate in such “roll-up” or refinancing may be conditioned upon holders of Third-Out Obligations committing to provide and providing (which, in each case, may be through a fronting lender) its pro rata share (based on the principal amount of Third-Out Obligations held thereby) of any new money component of such DIP Financing on the same terms as all other holders of Third-Out Obligations (including as to all economics, other than the right to receive customary administrative agency and other similar fees) as all other holders of Third-Out Obligations.

(e) No Second-Out Obligations may be “rolled up” or refinanced into any DIP Financing provided in any Bankruptcy Proceeding or any other Indebtedness that is senior or pari passu, whether in lien or payment priority, to any of the First-Out Obligations, unless the First-Out Obligations are repaid in full in cash upon the entry in such Bankruptcy Proceeding of the final order approving such DIP Financing or incurrence of such other Indebtedness. No Third-Out Obligations may be “rolled up” or refinanced into any DIP Financing provided in any Bankruptcy Proceeding or any other Indebtedness that is senior or pari, whether in lien or payment priority, to any of the First-Out Obligations or the Second-Out Obligations, unless the First-Out Obligations and the Second-Out Obligations are each repaid in full in cash upon the entry in such Bankruptcy Proceeding of the final order approving such DIP Financing or incurrence of such other Indebtedness. In no event shall any DIP Financing provide for the payment of any Second-Out Obligations (other than Second-Out Obligations Cash Payments made in accordance with Section 9.17(b)) prior to the payment in full in cash of the First-Out Obligations, or of any of the Third-Out Obligations (other than Third-Out Obligations Cash Payments made in accordance with Section 9.17(b)) prior to the payment in full in cash of the First-Out Obligations and the Second-Out Obligations.

(f) Each holder of Second-Out Obligations (prior to the payment in cash in full of all First-Out Obligations) and each holder of Third-Out Obligations (prior to the payment in cash in full of all First-Out Obligations and Second-Out Obligations) further acknowledges and agrees that it will neither (i) object to, oppose or contest (or join with or support any third party objecting to, opposing or contesting) a sale or other disposition, a motion to sell or dispose of or the bidding and related procedures proposed to be used for such sale or disposition of any Collateral (or any portion thereof) under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code or other applicable Debtor Relief Law, nor (ii) propose any bidding and related procedures to be used for such sale or disposition, if the Administrative Agent (acting at the direction of the Required Lenders) shall have consented or not objected to such sale or disposition, such motion to sell or dispose of or such proposed bidding and related procedures for such sale or disposition of such Collateral. The Secured Parties' rights with respect to the proceeds of the sale or disposition shall be applied with the same priority as set forth in Section 9.17(a) with regard to the application of proceeds of the Collateral.

Without the consent of the Administrative Agent (acting at the direction of the Required Lenders), each holder of Second-Out Obligations (prior to the payment in cash in full of all First-Out Obligations) and each holder of Third-Out Obligations (prior to the payment in cash in full of all First-Out Obligations and Second-Out Obligations) acknowledges and agrees that no such holder will (A) object to, oppose or contest (or join with or support any third party objecting to, opposing or contesting)

(x) any request by the Administrative Agent or any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) for adequate protection in any form or (y) any objection by the Administrative Agent or any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) to any motion, relief, action or proceeding wherein the Administrative Agent or any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) asserts a lack of adequate protection or (B) seek any adequate protection, except that: (1) the holders of Second-Out Obligations may seek and obtain relief granting adequate protection in the form of (I) a lien on additional or replacement collateral subordinated to all Liens granted in the Bankruptcy Proceeding to, or for the benefit of, holders of First-Out Obligations, provided that, to the extent the holders of Second-Out Obligations obtain such lien on additional or replacement collateral, the holders of First-Out Obligations shall also be granted a senior lien on such additional or replacement collateral, which shall have same senior payment priority as set forth above in this Section 9.17 with regard to the application of proceeds of Collateral as existed prior to the commencement of the Bankruptcy Proceeding, (II) a superpriority administrative claim subordinated to all claims of the holders of First-Out Obligations (including, without limitation, those claims granted in a Bankruptcy Proceeding) but subject to the turnover provision applicable thereto as set forth in this Section 9.17, provided that, to the extent the holders of Second-Out Obligations are granted such a superpriority administrative claim, the holders of First-Out Obligations shall also be granted a superpriority administrative claim which shall be senior in priority to such superpriority administrative claim granted to the holders of Second-Out Obligations, and/or (III) Second-Out Obligations Cash Payments, subject to the turnover provision applicable thereto as set forth in this Section 9.17; and (2) the holders of Third-Out Obligations may seek and obtain relief granting adequate protection in the form of (I) a lien on additional or replacement collateral subordinated to all Liens granted in the Bankruptcy Proceeding to, or for the benefit of, holders of First-Out Obligations and holders of Second-Out Obligations, provided that, to the extent the holders of Third-Out Obligations obtain such lien, the holders of First-Out Obligations and Second-Out Obligations shall also be granted a senior lien thereon, which shall have the same senior payment priority as set forth above in this Section 9.17 with regard to the application of proceeds of Collateral as existed prior to the commencement of the Bankruptcy Proceeding), (II) a superpriority administrative claim subordinated to all claims of the holders of First-Out Obligations and Second-Out Obligations (including, without limitation, those claims granted in a Bankruptcy Proceeding) but subject to the turnover provision applicable thereto as set forth in this Section 9.17, provided that, to the extent the holders of Third-Out Obligations are granted such a superpriority administrative claim, the holders of First-Out Obligations and Second-Out Obligations shall also be granted a superpriority administrative claim which shall be senior in priority to such superpriority administrative claim granted to the holders of Third-Out Obligations, and/or (III) Third-Out Obligations Cash Payments, subject to the turnover provision applicable thereto as set forth in this Section 9.17.

Each holder of Second-Out Obligations and each holder of Third-Out Obligations waives any claim it or any such other holder may now or hereafter have against the Administrative Agent or any holder of First-Out Obligations (or, in the case of Third-Out Obligations, any holder of Second-Out Obligations) arising out of any election by the Administrative Agent (acting at the direction of the Required Lenders) or any holder of First-Out Obligations (or, in the case of Third-Out Obligations, any holder of Second-Out Obligations), in any Bankruptcy Proceeding, of the application of Section 1111(b) of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law.

Each holder of Second-Out Obligations (prior to the payment in cash in full of all First-Out Obligations) and each holder of Third-Out Obligations (prior to the payment in cash in full of all First-Out Obligations and Second-Out Obligations) acknowledges and agrees that it shall not (i) seek relief, pursuant to Section 362(d) of the Bankruptcy Code (or any other applicable provision of any other

Debtor Relief Law) or otherwise, from the automatic stay of Section 362(a) of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law or from any other stay in any Bankruptcy Proceeding in respect of the Collateral without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) or (ii) object to any motion by the Administrative Agent (acting at the direction of the Required Lenders) or any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) seeking relief from the automatic stay of Section 362(a) of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law or from any other stay in any Bankruptcy Proceeding in respect of the Collateral.

Each holder of Second-Out Obligations (prior to the payment in cash in full of all First-Out Obligations) and each holder of Third-Out Obligations (prior to the payment in cash in full of all First-Out Obligations and Second-Out Obligations) also acknowledges and agrees that it shall not oppose, support or join any challenge of any claim by the Administrative Agent or any holders of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) for allowance or payment in any Bankruptcy Proceeding of First-Out Obligations (or, in the case of holders of Third-Out Obligations, Second-Out Obligations) consisting of post-petition interest, fees or expenses. To the extent any holders of First-Out Obligations are granted such allowance or payment described in the immediately preceding sentence, each holder of First-Out Obligations also acknowledges and agrees that it shall not oppose, support or join any challenge of any claim by any holders of Second-Out Obligations or Third-Out Obligations for the allowance or payment in any Bankruptcy Proceeding of Second-Out Obligations or Third-Out Obligations consisting of post-petition interest, fees or expenses.

Without the express written consent of the Administrative Agent (acting at the direction of the Required Lenders), each holder of Second-Out Obligations (prior to the payment in cash in full of all First-Out Obligations) and each holder of Third-Out Obligations (prior to the payment in cash in full of all First-Out Obligations and Second-Out Obligations) agrees that it shall not (or shall not join with or support any third party in opposing, objecting to or contesting, as the case may be), in any Bankruptcy Proceeding involving any Loan Party, (i) oppose, object to or contest the determination of the extent, validity, priority or allowability of any Liens held by any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, any holder of Second-Out Obligations) or the value or allowability of any claims of any such holder under Section 506(a) of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law, (ii) oppose, object to or contest the payment to such holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, Second-Out Obligations) of interest, fees or expenses under Section 506(b) of the Bankruptcy Code or any other applicable provision of any other Debtor Relief Law, or (iii) seek such other legal or equitable relief with respect to any Loan Party or the Collateral, including, without limitation, substantive consolidation, piercing of the corporate veil, avoidance of a fraudulent conveyance or any other such similar legal or equitable relief.

Notwithstanding anything to the contrary contained herein, if in any Bankruptcy Proceeding a determination is made that any First-Out Obligations are avoided, disallowed or are not enforceable to any extent or for any reason, then until the First-Out Obligations held by such Secured Parties shall have been paid in cash in full, the holders of Second-Out Obligations and Third-Out Obligations agree that any distribution or recovery such holders may receive in such Bankruptcy Proceeding shall be segregated and held in trust and forthwith paid over to the Administrative Agent for the benefit of the holders of First-Out Obligations in the same form as received without recourse, representation or warranty (other than a representation of the applicable holder that it has not otherwise sold, assigned, transferred or pledged any right, title or interest in and to such payments, proceeds, distribution or recovery) but with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. In addition, if any holder of First-Out Obligations is required in any Bankruptcy

Proceeding or otherwise to turn over or otherwise pay to the estate of any Loan Party any amount (a “Recovery”) for any reason whatsoever, then the First-Out Obligations shall be reinstated to the extent of such Recovery (regardless of whether the First-Out Obligations were otherwise paid in full) and the provisions of this Section 9.17 shall continue to apply with respect to such First-Out Obligations.

Notwithstanding anything to the contrary contained herein, following the payment in cash in full of all First-Out Obligations, if in any Bankruptcy Proceeding a determination is made that any Second-Out Obligations are avoided, disallowed or are not enforceable to any extent or for any reason, then until the Second-Out Obligations held by such Secured Parties shall have been paid in cash in full, the holders of Third-Out Obligations agree that any distribution or recovery such holders may receive in such Bankruptcy Proceeding shall be segregated and held in trust and forthwith paid over to the Administrative Agent for the benefit of the holders of Second-Out Obligations in the same form as received without recourse, representation or warranty (other than a representation of the applicable holder that it has not otherwise sold, assigned, transferred or pledged any right, title or interest in and to such payments, proceeds, distribution or recovery) but with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. In addition, if any holder of Second-Out Obligations is required in any Bankruptcy Proceeding or otherwise to turn over or otherwise pay to the estate of any Recovery for any reason whatsoever, then the Second-Out Obligations shall be reinstated to the extent of such Recovery (regardless of whether the Second-Out Obligations were otherwise paid in full) and the provisions of this Section 9.17 shall continue to apply with respect to such Second-Out Obligations.

Notwithstanding anything to the contrary contained herein, no DIP Financing under this Section 9.17 shall provide for a “MOIC” or similar premium, or for a greater than “one-to-one” roll-up or refinancing of the First-Out Obligations, Second-Out Obligations, or Third-Out Obligations, as applicable, in each case, without the written consent of the Required Tranche B Lenders.

Without the consent of the Administrative Agent (acting at the direction of the Required Lenders), each holder of Second-Out Obligations and each holder of Third-Out Obligations agrees that it will not commence, support, or join the commencement of an involuntary Bankruptcy Proceeding or petition or seek the appointment of an examiner or a trustee for any Loan Party or any Loan Party's subsidiaries.

Each holder of Second-Out Obligations and each holder of Third-Out Obligations waives any right to assert or enforce any claim under Section 506(c) or 552 of the Bankruptcy Code (or any similar provision of any other Debtor Relief Law) or any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law, or any other similar rights they may have under applicable law, as against any holder of First-Out Obligations (or, in the case of holders of Third-Out Obligations, as against any holder of Second-Out Obligations) or any of the Collateral.

For the avoidance of doubt, the Secured Parties and each Loan Party agree and acknowledge that the provisions set forth in this Section 9.17 constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the Bankruptcy Code (or any similar provision of any other applicable Debtor Relief Law), and, as such, would be enforceable for all purposes in any case or proceeding where a Loan Party has filed for protection under any Debtor Relief Law or similar law now or hereafter in effect applicable to such Loan Party.

Each Secured Party acknowledges and agrees that it and each of its successors and assigns shall be bound by this Section 9.17, and each Intercreditor Agreement to the extent contemplated hereby.

The parties acknowledge and agree that even though the Administrative Agent is required to act pursuant to the terms of this Agreement consistent with the directions of the Required Lenders, the Administrative Agent may not take any actions, whether on its own or pursuant to a direction of the Required Lenders, which would be inconsistent with or contravene the express terms of this Agreement or any other Intercreditor Agreement to which it is a party.

In the event that all or any portion of any of the Loan Document Obligations (including, without limitation, any First-Out Obligations, any Second-Out Obligations and/or any Third-Out Obligations) are refinanced or replaced, such refinanced or replaced Loan Document Obligations shall remain subject to the terms and provisions of this Section 9.17 in all respects.

Section 9.18 Permitted Intercreditor Agreements.

(a) Each of the Lenders and the other Secured Parties acknowledges that obligations of the Borrower and the Guarantors under any Indebtedness incurred pursuant to Section 6.01(a)(xxxiv) (and, to the extent incurred with respect to Indebtedness under the foregoing clause, Section 6.01(a)(xxxv)) may be secured by Liens on assets of the Borrower and the Guarantors that constitute Collateral solely to the extent of the priority expressly contemplated thereunder as in effect as of the Effective Date. Each of the Lenders and the other Secured Parties hereby irrevocably authorizes and directs each of the Administrative Agent and the Collateral Agent to execute and deliver, in each case on behalf of such Secured Party and without any further consent, authorization or other action by such Secured Party and the Administrative Agent and the Collateral Agent agree (to the extent consistent with the standards set forth in the definition of “Intercreditor Agreements”, as applicable) to so execute from time to time upon the request of the Borrower, in connection with the establishment, incurrence, amendment, refinancing or replacement of any Indebtedness permitted under Section 6.01(a)(xxxiv) (and, to the extent incurred with respect to Indebtedness under the foregoing clause, Section 6.01(a)(xxxv)), any applicable Intercreditor Agreement to the extent and with such Lien priority as expressly contemplated thereunder as in effect as of the Effective Date.

(b) Each of the Lenders and the other Secured Parties hereby irrevocably (i) consents to the treatment of Liens to be provided for under the Intercreditor Agreements, (ii) agrees that, upon the execution and delivery thereof, such Secured Party will be bound by the provisions of any Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of any Intercreditor Agreement, (iii) agrees that no Secured Party shall have any right of action whatsoever against the Administrative Agent or the Collateral Agent as a result of any action taken by the Administrative Agent or the Collateral Agent pursuant to this Section or in accordance with the terms of any Intercreditor Agreement and (iv) authorizes and directs each of the Administrative Agent and the Collateral Agent to carry out the provisions and intent of each such document.

(c) Each of the Lenders and the other Secured Parties hereby irrevocably further authorizes and directs each of the Administrative Agent and the Collateral Agent to execute and deliver, in each case on behalf of such Secured Party and without any further consent, authorization or other action by such Secured Party, any amendments, supplements or other modifications of any Intercreditor Agreement that the Borrower may from time to time request to confirm for any party that such Intercreditor Agreement is effective and binding upon the Administrative Agent or the Collateral Agent, as applicable, on behalf of the Secured Parties, or binding against any trustee or agent for any other Indebtedness subject thereto or any Loan Party.

(d) Each of the Lenders and the other Secured Parties hereby irrevocably further authorizes and directs each of the Administrative Agent and the Collateral Agent to execute and deliver, in each case on behalf of such Secured Party and without any further consent, authorization or other action by such Secured Party, any amendments, supplements or other modifications of any Security Document to add or remove any legend that may be required pursuant to any Intercreditor Agreement.

(e) Each of the Administrative Agent and the Collateral Agent shall have the benefit of the provisions of Article VIII with respect to all actions taken by it pursuant to this Section or in accordance with the terms of any Intercreditor Agreement to the full extent thereof.

Section 9.19 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 9.20 Electronic Execution of Assignments and Certain Other Documents. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other Borrowing Requests, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, that electronic signatures from Lenders (including assignees) delivered pursuant to procedures in effect on the site maintained by the Administrative Agent with respect to the Term Facility as of the Effective Date shall be acceptable to the Administrative Agent. For the avoidance of doubt, delivery of an executed counterpart of a signature page by email or other electronic imaging means (e.g. “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart.

Section 9.21 [Reserved].

Section 9.22 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, that at least one of the following is and will be true:

(i) such Lender 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 Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified

professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, 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, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, Borrower, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) acknowledges, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of their respective Affiliates (A) is or will be a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto) or (B) is undertaking to provide investment advice to such Lender in connection with the transactions contemplated hereby.

Section 9.23 Acknowledgment Regarding Any Supported QFCs.

(a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

(b) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United

States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BLIZZARD MIDCO, LLC,
as Holdings

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

NORVAX, LLC,
as the Borrower

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

Signature Page to senior secured credit agreement

BLUE TORCH FINANCE, LLC,
as the Administrative Agent

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

Signature Page to senior secured credit agreement

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP,
as a Lender

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

Signature Page to senior secured credit agreement

BLUE TORCH CREDIT OPPORTUNITIES UNLEVERED FUND III LP,
as a Lender

By: /s/ Kevin Genda
Name: Kevin Genda

Title: Authorized Signatory

Signature Page to senior secured credit agreement

**BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND
III LP,**
as a Lender

By: /s/ Kevin Genda
Name: Kevin Genda

Title: Authorized Signatory

Signature Page to senior secured credit agreement

BTC HOLDINGS FUND III LLC,
as a Lender

By: Blue Torch Credit Opportunities Fund III
LP, its Sole Member

By: Blue Torch Credit Opportunities GP III
LLC, its General Partner

By: KPG BTC Management LLC, its sole
member

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

BTC HOLDINGS FUND III-B LLC,
as a Lender

By: Blue Torch Credit Opportunities Fund III
LP, its Sole Member

By: Blue Torch Credit Opportunities GP III
LLC, its General Partner

By: KPG BTC Management LLC, its sole
member

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

Signature Page to senior secured credit agreement

BTC OFFSHORE HOLDINGS FUND III-B LLC,
as a Lender

By: Blue Torch Offshore Credit Opportunities
Master Fund III LP, its Sole Member

By: Blue Torch Offshore Credit Opportunities
GP III LLC, its General Partner

By: KPG BTC Management LLC, its managing
member

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

BTC OFFSHORE HOLDINGS FUND III-D LLC,
as a Lender

By: Blue Torch Offshore Credit Opportunities
Master Fund III LP, its Sole Member

By: Blue Torch Offshore Credit Opportunities
GP III LLC, its General Partner

By: KPG BTC Management LLC, its managing
member

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

Signature Page to senior secured credit agreement

CALAMOS AKSIA ALTERNATIVE CREDIT AND INCOME FUND,
as a Lender

By: /s/ Adam Schuckman
Name: Adam Schuckman
Title: Authorized Signatory

Signature Page to senior secured credit agreement

**CITCO BANK CANADA REF EMPIRE CREDIT CO-INVESTMENT FUND
LLC,**
as a Lender

By: /s/ Adam Schuckman
Name: Adam Schuckman
Title: Authorized Signatory

By: /s/ Nancy Sun
Name: Nancy Sun
Title: Authorized Signatory

By: /s/ Christine Nguyen
Name: Christine Nguyen
Title: Authorized Signatory

Signature Page to senior secured credit agreement

CITCO BANK CANADA REF FRONTIER TIGER FUND SERIES1 L.P.,
as a Lender

By: /s/ Adam Schuckman
Name: Adam Schuckman
Title: Authorized Signatory

By: /s/ Nancy Sun
Name: Nancy Sun
Title: Authorized Signatory

By: /s/ Christine Nguyen
Name: Christine Nguyen
Title: Authorized Signatory

Signature Page to senior secured credit agreement

CITCO BANK CANADA REF PROSPECTOR OPPORTUNITIES FUND LP,
as a Lender

By: /s/ Adam Schuckman
Name: Adam Schuckman
Title: Authorized Signatory

By: /s/ Nancy Sun
Name: Nancy Sun
Title: Authorized Signatory

By: /s/ Christine Nguyen
Name: Christine Nguyen
Title: Authorized Signatory

Signature Page to senior secured credit agreement

REDWOOD DRAWDOWN MASTER FUND III, LP.,
as a Lender

By: Redwood Capital Management, LLC, its investment manager

By: /s/ Ruben Kliksberg_____
Name: Ruben Kliksberg

Title: CEO

Signature Page to senior secured credit agreement

REDWOOD ENHANCED INCOME FUND, LP,
as a Lender

By: Redwood Capital Management, LLC, its investment manager

By: /s/ Ruben Kliksberg—
Name: Ruben Kliksberg

Title: CEO

Signature Page to senior secured credit agreement

REDWOOD MASTER FUND, LTD.,
as a Lender

By: Redwood Capital Management, LLC, its investment manager

By: /s/ Ruben Kliksberg—
Name: Ruben Kliksberg

Title: CEO

Signature Page to senior secured credit agreement

PSP INVESTMENTS CREDIT USA LLC,
as a Lender

By: /s/ Edwin Durgy
Name: Edwin Durgy
Title: Authorized Signatory

By: /s/ Fran Blair
Name: Fran Blair

Title: Authorized Signatory

Signature Page to senior secured credit agreement

BARCLAYS BANK PLC,
as a Lender

By: /s/ Evan Moriarty
Name: Evan Moriarty

Title: Authorized Signatory

Signature Page to senior secured credit agreement

BLUE OWL CAPITAL CORPORATION,
as a Lender

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: /s/ Meenal Mehta
Name: Meenal Mehta
Title: Authorized Signatory

BLUE OWL CAPITAL CORPORATION II,
as a Lender

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: /s/ Meenal Mehta
Name: Meenal Mehta

Title: Authorized Signatory

Signature Page to senior secured credit agreement

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Kathryn Pounds
Name: Kathryn Pounds

Title: Director

Signature Page to senior secured credit agreement

BENEFIT STREET PARTNERS CAPITAL OPPORTUNITY FUND II L.P.,
as a Lender

By: Benefit Street Partners Capital Opportunity Fund GP LP, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

BSP DEBT FUND IV SPV LP,
as a Lender

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

BSP DEBT FUND IV (NON-US) SPV LP,
as a Lender

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

Signature Page to senior secured credit agreement

**BENEFIT STREET PARTNERS SENIOR SECURED OPPORTUNITIES (U)
MASTER FUND (NON-US) L.P.,**
as a Lender

By: BSP Senior Secured Opportunities Fund (Non-US) GP LP, its general partner

By: Benefit Street Partners Senior Secured Opportunities Fund (Non-US) Ultimate
GP LLC, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

**BENEFIT STREET PARTNERS SENIOR SECURED OPPORTUNITIES
FUND L.P.,**
as a Lender

By: BSP Senior Secured Opportunities Fund GP LP, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

Signature Page to senior secured credit agreement

**BENEFIT STREET PARTNERS SENIOR SECURED OPPORTUNITIES
MASTER FUND (NON-US) LP,**
as a Lender

By: BSP Senior Secured Opportunities Fund (Non-US) GP LP, its general partner

By: Benefit Street Partners Senior Secured Opportunities Fund (Non-US) Ultimate
GP LLC, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

BENEFIT STREET PARTNERS SMA LM L.P.,
as a Lender

By: Benefit Street Partners SMA LM GP L.P., its general partner

By: Benefit Street Partners SMA LM Ultimate GP LLC, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

Signature Page to senior secured credit agreement

BENEFIT STREET PARTNERS SMA-C II LP,
as a Lender

By: Benefit Street Partners L.L.C., its investment advisor

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

BENEFIT STREET PARTNERS SMA-K LP,
as a Lender

By: Benefit Street Partners SMA-K GP L.P., its general partner

By: Benefit Street Partners SMA-K Ultimate GP LLC, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

BENEFIT STREET PARTNERS SMA-T L.P.,
as a Lender

By: Benefit Street Partners SMA-T GP L.P., its general partner

By: Benefit Street Partners SMA-T Ultimate GP LLC, its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis

Title: Authorized Signatory

Signature Page to senior secured credit agreement

BSP Debt Fund IV CV L.P.,
as a Lender

By: BSP Debt Fund IV CV GP L.P., its general partner
By: BSP Ultimate GP Ltd., its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signer

BSP Debt Fund IV CV Master (Non-US) LP,
as a Lender

By: BSP Debt Fund IV CV GP L.P., its general partner
By: BSP Ultimate GP Ltd., its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis

Title: Authorized Signer

Signature Page to senior secured credit agreement

FRANKLIN BSP CAPITAL CORPORATION,
as a Lender

By: /s/ Chris Zikakis
Name: Chris Zikakis
Title: Authorized Signatory

LANDMARK WALL SMA L.P.,
as a Lender

By: Benefit Street Partners SMA-LK GP L.P., its general partner

By: /s/ Chris Zikakis
Name: Chris Zikakis

Title: Authorized Signatory

Signature Page to senior secured credit agreement

GOLDMAN SACHS LENDING PARTNERS LLC,
as a Lender

By: /s/ Ananda DeRoche
Name: Ananda DeRoche

Title: Authorized Signatory

Signature Page to senior secured credit agreement

MIDCAP FINANCIAL TRUST,
as a Lender

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: /s/ Maurice Amsellem
Name: Maurice Amsellem
Title: Authorized Signatory

Signature Page to senior secured credit agreement

MIDCAP FINANCIAL INVESTMENT CORPORATION,
as a Lender

By: /s/ Kristin Hester
Name: Kristin Hester
Title: Chief Legal Officer

Signature Page to senior secured credit agreement

MORGAN STANLEY SENIOR FUNDING INC.,
as a Lender

By: /s/ Michael King____
Name: Michael King
Title: Vice President

Signature Page to senior secured credit agreement

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Hao (Alan) Wen
Name: Hao (Alan) Wen
Title: Authorized Signatory

Signature Page to senior secured credit agreement

TRUIST BANK,
as a Lender

By: /s/ Amanda Parks
Name: Amanda Parks
Title: SVP

Signature Page to senior secured credit agreement

**AMENDMENT
TO THE
TAX RECEIVABLE AGREEMENT**

This amendment (this “Amendment”) to the Tax Receivable Agreement is made and entered into as of July 21, 2026 (the “Amendment Effective Date”), by and among GoHealth, Inc., a Delaware corporation (the “Corporation”) and certain of the TRA Holders (as defined in the Tax Receivable Agreement) (collectively, the “Parties”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Tax Receivable Agreement.

RECITALS

WHEREAS, the Parties are each party to that certain Tax Receivable Agreement, dated as of July 15, 2020 (the “TRA”).

WHEREAS, the Parties desire to amend the TRA as described herein.

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

AMENDMENTS TO AGREEMENT

Section 1.1. Amendments to the TRA. The TRA is hereby amended as follows with effect on and following the Amendment Effective Date:

(a) The following definition shall be added to Article I, Section 1.1:

““Chapter 11 Plan” shall mean any plan of reorganization filed in the chapter 11 cases jointly administered under the case caption *In re GoHealth, Inc., et al.*, No. 26-10914 (TMH).”

(b) The definition of “Change of Control” in Article I, Section 1.1 is hereby amended as follows, with additional language indicated by a double underline:

““Change of Control” means the occurrence of any of the following events:

(i) any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Exchange Act but excluding any (A) employee benefit plan of such person and its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) or (B) “person” or “group” who, on the date of the consummation of the IPO, is the Beneficial Owner of securities of the Corporation representing more than 50% of the combined voting power of the Corporation’s then outstanding voting securities) becomes the “beneficial owner” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of shares of Class A Common Stock, Class B Common Stock, preferred stock and/or any other class or classes of capital

stock of the Corporation (if any) representing in the aggregate more than 50% of the voting power of all of the outstanding shares of capital stock of the Corporation entitled to vote, other than pursuant to the Chapter 11 Plan;

(ii) the stockholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation or there is consummated a transaction or series of related transactions for the sale, lease, exchange or other disposition, directly or indirectly, by the Corporation of all or substantially all of the Corporation's assets (including a sale of all or substantially all of the assets of GoHealth Holdings), other than pursuant to the Chapter 11 Plan; or

(iii) the Corporation ceases to be the sole managing member of GoHealth Holdings, other than pursuant to the Chapter 11 Plan.¹

Notwithstanding the foregoing, a "Change of Control" shall not be deemed to have occurred by virtue of (i) the consummation of any transaction or series of related transactions immediately following which the beneficial owners of the Class A Common Stock, Class B Common Stock, preferred stock and/or any other class or classes of capital stock of the Corporation immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporation immediately following such transaction or series of transactions, or (ii) the occurrence of transactions contemplated by the Chapter 11 Plan.

(c) Article III, Section 3.3(b) is hereby amended as follows, with additional language indicated by a double underline:

"Late Payments. If for any reason, including by virtue of the last sentence of Section 5.1, the Corporation is not able to fully satisfy its payment obligations to make all Tax Benefit Payments due in respect of a particular Taxable Year, then (i) Default Rate Interest will accrue pursuant to Section 5.2, (ii) the Corporation shall pay the available amount of such Tax Benefit Payments (and any applicable Default Rate Interest) in respect of such Taxable Year to each TRA Holder pro rata in line with Section 3.3(a) and (iii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments (and any applicable Default Rate Interest) to all TRA Holders in respect of all prior Taxable Years have been made in full."

(d) Article V, Section 5.1 is hereby amended as follows, with additional language indicated by a double underline:

"Subordination. Notwithstanding any other provision of this Agreement to the contrary, any payment required to be made by the Corporation to the TRA

¹ GoHealth Holdings as used in this definition means GoHealth Holdings, LLC, a Delaware limited liability company.

Holders under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations owed in respect of secured indebtedness for borrowed money of the Corporation or its Subsidiaries (“Senior Obligations”) and shall rank *pari passu* in right of payment with all current or future obligations of the Corporation or its Subsidiaries that are not Senior Obligations. The Corporation shall not pay, and shall not be required to pay, any Tax Benefit Payment, including any Early Termination Payment, pursuant to this Agreement if such payment is not permitted under, or would result in a breach of, or event of default under, the First Lien Credit Agreement and/or the Super Priority Credit Agreement (collectively, the “Existing Credit Agreement”) or any other credit agreement, indenture, or other financing arrangement of the Corporation or its Subsidiaries.”

Section 1.2. Miscellaneous.

(a) Compliance with the TRA. The Parties acknowledge and agree that the amendments contemplated in this Amendment are made in accordance with the terms of the TRA (including, without limitation, the requirements set forth in Section 7.5(b) therein and satisfaction of the requisite TRA Holder Approval as defined in Article I, Section 1.1 of the TRA).

(b) No Other Changes. Except as modified by this Amendment, the TRA shall remain and continue in full force and effect. To the extent of any conflict or inconsistency between the terms of this Amendment, on the one hand, and the TRA, on the other hand, the terms of this Amendment shall prevail.

(c) Reservation of Rights. Except as explicitly contemplated by this Amendment, this Amendment shall not be deemed to be a waiver of any rights or remedies of any parties under the TRA, which are, in each case, expressly reserved.

(d) Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. This Amendment may be executed by transfer of an originally signed document by facsimile, electronic or e-mail in PDF format, each of which will be as fully binding as an original document.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

CORPORATION:

GOHEALTH, INC.

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

GOHEALTH HOLDINGS:

GOHEALTH HOLDINGS, LLC

By: GoHealth, Inc.
Its: Managing Member

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

[Signature Page to Amendment to the Tax Receivable Agreement]

TRA HOLDERS:

CB BLIZZARD CO-INVEST HOLDINGS, L.P.

By: /s/ Bao Truong
Name: Bao Truong
Title: Authorized Signatory

CCP III AIV VII HOLDINGS, L.P.

By: /s/ Bao Truong
Name: Bao Truong
Title: Authorized Signatory

BLIZZARD AGGREGATOR, LLC

By: /s/ Bao Truong
Name: Bao Truong
Title: Authorized Signatory

BLIZZARD MANAGEMENT FEEDER, LLC

By: /s/ Bao Truong
Name: Bao Truong
Title: Authorized Signatory

NVX HOLDINGS, INC.

By: /s/ Brandon Cruz
Name: Brandon Cruz
Title: Manager

BCCJ, LLC

By: /s/ Brandon Cruz
Name: Brandon Cruz
Title: Manager

[Signature Page to Amendment to the Tax Receivable Agreement]

BLUE OWL CAPITAL CORPORATION

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

BLUE OWL CAPITAL CORPORATION II

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

[Signature Page to Amendment to the Tax Receivable Agreement]

Northwest Equity Partners IX, LP

By: Itasca Partners IX, LP

Its: General Partner

By: Northwest Capital Management, LLC

Its: Managing Member

By: /s/ Charles P. Moorse

Name: Charles P. Moorse

Title: General Counsel

[Signature Page to Amendment to the Tax Receivable Agreement]

By: /s/ Jeffrey P. Greiner

Name: Jeffrey P. Greiner / Greiner Investments LLC

Title: President

[Signature Page to Amendment to the Tax Receivable Agreement]

By: /s/ Rahm Emanuel
Name: Rahm Emanuel

[Signature Page to Amendment to the Tax Receivable Agreement]

By: /s/ Alexander Timm
Name: Alexander Timm
Title: CEO

[Signature Page to Amendment to the Tax Receivable Agreement]

	)	
In re:	)	Chapter 11
	)	
GOHEALTH, INC., <i>et al.</i> , ¹	)	Case No. 26-10914 (TMH)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 5, 7, 57, 116, 126, 140, 141, 146,
	)	147, 148 & 149

The above-captioned debtors and debtors in possession (collectively, the “Debtors”),² having, in each case in accordance with chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”):

- a. distributed, on or about May 15, 2026 (the “Key Stakeholder Ballot Distribution Date”), preliminary Solicitation Packages (as defined herein) and Ballots (as defined herein) to certain key stakeholders, comprising the Consenting Lenders and certain Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) (the “Key Stakeholders”);³

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: GoHealth, Inc. (3805); Blizzard Midco, LLC (3732); Connected Benefits, LLC (2162); e-TeleQuote Insurance, Inc. (2336); ETQ Holdings, LLC (8260); GoHealth Holdings, LLC (3653); GoHealth, LLC (5175); and Norvax, LLC (3063). The location of the Debtors' service address for purposes of these chapter 11 cases is: 222 West Merchandise Mart Plaza, Suite 1750, Chicago, Illinois 60654.

Capitalized terms used but not defined in these findings of fact, conclusions of law, and order (this “Confirmation Order”) have the meanings given to them in the *Amended Joint Prepackaged Chapter 11 Plan of GoHealth Inc. and Its Debtor Affiliates* [Docket No. 141] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”), attached hereto as **Exhibit A**. The rules of interpretation set forth in Article I.B of the Plan apply to this Confirmation Order.

³ All Key Stakeholders are qualified institutional buyers under the Securities Act of 1933 (as amended, the “Securities Act”), accredited investors (as defined under the Securities Act), or non-U.S. persons.

- b. distributed, on or about June 7, 2026 (the “Solicitation Commencement Date”), (i) the Debtors’ solicitation cover letter, attached as Exhibit 7 to the Scheduling Order⁴ (the “Solicitation Cover Letter”), including instructions to obtain access, free of charge, to the Plan and the *Disclosure Statement Relating to the Joint Prepackaged Chapter 11 Plan of GoHealth Inc. and Its Debtor Affiliates* [Docket No. 6] (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”), and (ii) the ballots for voting on the Plan (the “Ballots,” together with the Solicitation Cover Letter, a “Solicitation Package”), which forms of Ballots were attached as Exhibit 3A, Exhibit 3B, Exhibit 3C, Exhibit 3D, Exhibit 3E, and Exhibit 3F to the Scheduling Order, to Holders of Claims and Interests entitled to vote on the Plan, namely, Holders of Claims in Class 3 (Super-Priority Loan Claims), Holders of Claims in Class 4 (First Lien Claims), Holders of Interests in Class 6 (GoHealth Holdings Interests), and Holders of Interests in Class 8 (GoHealth, Inc. Class A Common Stock);
- c. solicited, beginning on the Key Stakeholder Ballot Distribution Date and continuing through June 7, 2026, at 12:00 p.m. (prevailing Eastern Time) (the “Final Lender Voting Deadline”), votes on the Plan from Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims) (collectively, the “Lender Voting Classes”);
- d. solicited, beginning on (i) the Key Stakeholder Ballot Distribution Date for Key Stakeholders holding Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock), and (ii) the Solicitation Commencement Date for Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) who are not Key Stakeholders, and in each case, continuing through July 8, 2026 at 4:00 p.m. (prevailing Eastern Time) (the “Interests Voting Deadline,” and together with the Final Lender Voting Deadline, the “Voting Deadlines”), votes on the Plan from Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) (collectively, the “Interest Voting Classes,” and together with the Lender Voting Classes, the “Voting Classes”);
- e. following the commencement of solicitation as described above, commenced, on June 7, 2026 (the “Petition Date”), the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;
- f. Filed, on the Petition Date, (i) the initial version of the Plan [Docket No. 5]; (ii) the Disclosure Statement; (iii) the *Declaration of Vijay Kotte, Chief Executive Officer of GoHealth, Inc., in Support of Chapter 11 Petitions, First Day Motions, and Access to Cash Collateral* [Docket No. 4] (the “First Day Declaration”),

⁴ “Scheduling Order” means the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Approving Related Dates, Deadlines, Notices, and Procedures, (III) Approving the Solicitation Procedures and Related Dates, Deadlines, and Notices, (IV) Conditionally Waiving the Requirement That (A) the U.S. Trustee Convene a Meeting of Creditors and (B) the Debtors File Schedules of Assets and Liabilities, Statements of Financial Affairs, and Rule 2015.3 Financial Reports, and (V) Granting Related Relief* [Docket No. 57].

detailing the facts and circumstances of the Chapter 11 Cases; and (iv) the Scheduling Motion;⁵

- g. Filed, on June 10, 2026, a certificate of service [Docket No. 72] evidencing service of the Solicitation Packages (the “Solicitation Affidavit”);
- h. distributed, on or about June 10, 2026, the *Notice of (I) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (II) Confirmation Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (III) Related Objection and Briefing Deadlines*, substantially in the form attached as Exhibit 1 to the Scheduling Order (the “Confirmation Hearing Notice”) and, as applicable, the *Notice of Non-Voting Status Regarding Releases to Holders of Unimpaired Claims or Interests Conclusively Presumed to Accept the Plan* and *Notice of Non-Voting Status Regarding Releases to Holders of Impaired Claims or Interests Conclusively Deemed to Reject the Plan*, substantially in the forms respectively attached to the Scheduling Order as Exhibit 4A and Exhibit 4B (each, a “Notice of Non-Voting Status and Opt-In Form,” and collectively, the “Notices of Non-Voting Status and Opt-In Form”) to parties in interest and Holders of Claims and Interests consistent with the Scheduling Order;
- i. published, on June 13, 2026, in *The New York Times* (national edition), the publication notice of commencement of these Chapter 11 Cases and the Confirmation Hearing, substantially in the form attached as Exhibit 2 to the Scheduling Order (collectively, the “Publication Notice”), as evidenced by the proof of publication thereof [Docket No. 90] (the “Publication Affidavit”);
- j. Filed, on June 15, 2026, a certificate of service [Docket No. 87] evidencing the service of the Confirmation Hearing Notice and Notices of Non-Voting Status and Opt-In Form (the “Confirmation Hearing and Notices of Non-Voting Status and Opt-In Affidavit”);
- k. Filed, on July 1, 2026, the *Plan Supplement for the Debtors’ Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 116] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan Supplement”);
- l. Filed, on July 1, 2026, the *Notice of Filing of Amendment to the Tax Receivable Agreement*, substantially in the form attached as Exhibit 6 to the Scheduling Order [Docket No. 118] (the “TRA Amendment Notice”), and distributed, on or about July 1, 2026, the TRA Amendment Notice to all TRA Holders (as defined in the TRA), consistent with the Scheduling Order;
- m. Filed, on July 7, 2026, the amended Plan Supplement [Docket No. 126];
- n. Filed, on July 8, 2026, a certificate of service [Docket No. 132] evidencing the service of the TRA Amendment Notice (the “TRA Affidavit,” and together with

⁵ “Scheduling Motion” means the *Motion of Debtors for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Approving Related Dates, Deadlines, Notices, and Procedures, (III) Approving the Solicitation Procedures and Related Dates, Deadlines, and Notices, (IV) Conditionally Waiving the Requirement That (A) the U.S. Trustee Convene a Meeting of Creditors and (B) the Debtors File Schedules of Assets and Liabilities, Statements of Financial Affairs, and Rule 2015.3 Financial Reports, and (V) Granting Related Relief* [Docket No. 7].

the Solicitation Affidavit, the Publication Affidavit, the Confirmation Hearing and Notices of Non-Voting Status and Opt-In Affidavit, and all other affidavits of service and publication in these Chapter 11 Cases, the “Affidavits”);

- o. obtained approval of the Plan by each Voting Class as of the applicable Voting Deadline, as evidenced by the *Declaration of John Burlacu Regarding the Solicitation and Tabulation of Votes on, and Elections to Opt In to the Third-Party Release of, the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 149] (the “Voting Declaration”);
- p. Filed, on July 13, 2026, (i) the *Debtors’ Memorandum of Law in Support of an Order (I) Approving the Debtors’ Disclosure Statement and (II) Confirming the Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 140] (the “Confirmation Brief”) and (ii) the current, amended version of the Plan [Docket No. 141];
- q. Filed, on July 16, 2026, (i) the *Declaration of Alan J. Carr in Support of Confirmation of the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 147] (the “Carr Declaration”), (ii) the *Declaration of Matthew Frank, Managing Director of Alvarez & Marsal North America, LLC, in Support of Confirmation of the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 146] (the “Frank Declaration”), (iii) the *Declaration of Vijay Kotte, Chief Executive Officer of GoHealth, Inc., in Support of Confirmation of the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates* [Docket No. 148] (the “Kotte Declaration,” together with the Carr Declaration, the Frank Declaration, and the Voting Declaration, the “Confirmation Declarations”), and (iv) the Voting Declaration; and
- r. operated their businesses and managed their properties during the Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Bankruptcy Court, having:

- a. reviewed the procedures for voting on the Plan (the “Solicitation Procedures”) and for opting in to the Third-Party Release (the “Opt-In Procedures”);
- b. entered, on June 10, 2026, the Scheduling Order, which, among other things, set (i) June 7, 2026, at 12:00 p.m. (prevailing Eastern Time) as the Final Lender Voting Deadline, (ii) July 8, 2026, at 4:00 p.m. (prevailing Eastern Time) as the Interests Voting Deadline, the deadline for objections to the adequacy of the Disclosure Statement and Confirmation of the Plan (the “Objection Deadline”), and the deadline to opt into the Plan releases in accordance with the Opt-In Procedures; and (iii) July 16, 2026, at 1:00 p.m. (prevailing Eastern Time) as the date and time for the Confirmation Hearing;
- c. rescheduled the Confirmation Hearing to July 20, 2026, at 12:00 p.m. (prevailing Eastern Time) [Docket Nos. 115 & 130];
- d. further rescheduled the Confirmation Hearing to July 20, 2026, at 11:00 a.m. (prevailing Eastern Time) [Docket No. 150];

- e. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the First Day Declaration, the Confirmation Declarations, the Affidavits, the Confirmation Hearing Notice, the Solicitation Cover Letter, the Ballots, the Publication Notice, the Notices of Non-Voting Status and Opt-In Form, and all other Filed pleadings, exhibits, statements, declarations, and comments regarding approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights;
- f. reviewed the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan;
- g. considered the Restructuring Transactions incorporated and described in the Plan, including in the Plan Supplement;
- h. held the Confirmation Hearing on July 20, 2026, at 11:00 a.m. (prevailing Eastern Time);
- i. heard and considered the statements and arguments made by counsel in respect of approval of the Disclosure Statement and Confirmation of the Plan, including any objections thereto;
- j. overruled any and all objections to Confirmation of the Plan and to approval of the Disclosure Statement, and any and all statements and reservations of rights related thereto not consensually resolved or withdrawn;
- k. considered all oral representations, affidavits, testimony, documents, Filings, and other evidence regarding approval of the Disclosure Statement and Confirmation of the Plan, including any objections thereto; and
- l. taken judicial notice of all pleadings and other documents Filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all Entities affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents Filed in support of approval of the Disclosure Statement and Confirmation of the Plan and the arguments and evidence presented at the Confirmation Hearing establish just cause for the relief granted herein, and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

I. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law under rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

II. Jurisdiction and Venue, Eligibility for Relief, Burden of Proof, and Notice.

1. The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to sections 157 and 1334 of title 28 of the United States Code, 28 U.S.C. §§ 1–4881 (the “Judicial Code”), which was referred to the Bankruptcy Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Bankruptcy Court has jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of the Judicial Code. Approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of the Judicial Code. Each of the Debtors was and is an entity eligible for relief under section 109 of the Bankruptcy Code.

III. Commencement and Joint Administration of these Chapter 11 Cases.

1. On the Petition Date, the Debtors commenced these Chapter 11 Cases by each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 10, 2026, the Bankruptcy Court entered an order [Docket No. 56] pursuant to which the Chapter 11 Cases

have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their business and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in these Chapter 11 Cases.

IV. Objections Overruled.

1. The Bankruptcy Court takes judicial notice of the docket of these Chapter 11 Cases. Any resolution or disposition of objections to approval of the Disclosure Statement or Confirmation of the Plan explained on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights (except with respect to unresolved Cure disputes, if any, which shall be resolved in accordance with Article V of the Plan), if any, related to approval of the Disclosure Statement or Confirmation of the Plan are overruled on the merits.

V. Burden of Proof – Confirmation of the Plan.

1. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified on behalf of the Debtors in connection with Confirmation, including those who testified via the Confirmation Declarations, was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

VI. Approval of the Disclosure Statement.

1. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable nonbankruptcy laws, rules, and

regulations, including, to the extent applicable, the Securities Act and (b) “adequate information” (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code), and is approved in all respects. The Debtors’ use of the Disclosure Statement in solicitation of acceptances of the Plan is approved. The Filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b).

VII. Solicitation and Voting; Notice.

1. The Solicitation Procedures, including all documents related thereto (including, for the avoidance of doubt, the Solicitation Cover Letter, the Confirmation Hearing Notice, the Publication Notice, the Ballots, and the Notices of Non-Voting Status and Opt-In Form), and the procedures for the tabulation of Ballots, satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable laws, rules, and regulations, including the Securities Act, and are approved in all respects. The Debtors provided due, adequate, and sufficient notice of the Voting Deadlines, the Objection Deadline, the deadlines to opt into, or otherwise object to, the Third-Party Release, and the Confirmation Hearing in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations. No other or further notice is or shall be required.

2. As described in the Voting Declaration and the Affidavits, (a) prior to commencing these Chapter 11 Cases, the Debtors transmitted Solicitation Packages to the Key Stakeholders on May 15, 2026, and to all remaining Holders of Claims and Interests in the Voting Classes on June 7, 2026, and (b) subsequent to the Petition Date, served (i) the Confirmation Hearing Notice on all parties in interest, (ii) the TRA Amendment Notice on TRA Holders, (iii) the Notices of Non-Voting Status and Opt-In Form to Holders of Claims and Interests that are Unimpaired under the Plan and who are conclusively presumed to accept the Plan (Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 5 (General

Unsecured Claims), and Class 7 (GoHealth, Inc. Preferred Stock)) and Holders of Interests that are Impaired under the Plan and who are conclusively deemed to reject the Plan (Class 9 (GoHealth, Inc. Class B Common Stock)). Transmission and service of the foregoing, and any and all other documents associated with the Debtors' solicitation, complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable nonbankruptcy law, rule, or regulation, and were timely, adequate, and sufficient, and no other or further notice is or shall be required.

3. Under the circumstances of these Chapter 11 Cases, the period during which the Debtors solicited acceptances or rejections of the Plan was a reasonable and sufficient period of time for Holders of Claims and Interests in the Voting Classes to make an informed decision to accept or reject the Plan. The solicitation of votes to accept or reject the Plan was conducted in good faith and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable nonbankruptcy law, rule, or regulation. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys are hereby granted the protections provided under section 1125(e) of the Bankruptcy Code.

4. Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims) and Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) were eligible to vote on the Plan in accordance with the Solicitation Procedures. The Ballots used to solicit votes to accept or reject the Plan from Holders in the Voting Classes were appropriate and adequately addressed the particular needs of these Chapter 11 Cases. As evidenced by the Voting Declaration, Class 3 (Super-Priority Loan Claims), Class 4 (First Lien Claims), Class 6 (GoHealth Holdings Interests), and Class 8

(GoHealth, Inc. Class A Common Stock) each voted to accept the Plan at each Debtor entity in accordance with section 1126 of the Bankruptcy Code.

5. With respect to each applicable Debtor, Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 5 (General Unsecured Claims), and Class 7 (GoHealth, Inc. Preferred Stock) are Unimpaired and conclusively presumed to accept the Plan (collectively, the “Presumed Accepting Classes”); Class 9 (GoHealth, Inc. Class B Common Stock) is Impaired and deemed to reject the Plan (the “Deemed Rejecting Class”); and, depending on their ultimate treatment by the Debtors, Holders of Claims and Interests in Class 10 (Intercompany Claims) and Class 11 (Intercompany Interests) are either Unimpaired or Impaired and will be either conclusively deemed to accept or conclusively deemed to reject the Plan, and in either scenario are not entitled to vote on the Plan (the “Intercompany Classes,” together with the Presumed Accepting Classes and the Deemed Rejecting Class, the “Non-Voting Classes”). The Debtors were not required to solicit votes from Holders of Claims or Interests, as applicable, in the Non-Voting Classes.

6. The solicitation of votes on the Plan complied with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all applicable non-bankruptcy rules, laws, and regulations, and was appropriate and satisfactory and is approved in all respects.

VIII. Opt-In Procedures.

1. The Opt-In Procedures set forth in the Ballots and Notices of Non-Voting Status and Opt-In Form, and service of the Confirmation Hearing Notice, the Publication Notice, and the Notices of Non-Voting Status and Opt-In Form, as applicable, are good, sufficient, and adequate to bind the applicable parties to the Third-Party Release and are approved in all respects. The process described in the Scheduling Motion (as authorized by the Scheduling Order) and the Voting Declaration that the Debtors and the Claims and Noticing Agent followed

to identify the relevant parties on which to serve the applicable Ballot or Notice of Non-Voting Status and Opt-In Form and to distribute the Notice of Non-Voting Status and Opt-In Forms (a) is consistent with practices used in other complex chapter 11 cases and (b) was reasonably calculated to ensure that each Holder of Claims and Interests in each Class was informed of its ability to opt into the Third-Party Release and the consequences for failure to do so timely. Any party that elected in its Ballot or Notice of Non-Voting Status and Opt-In Form, as applicable, to opt into the Third-Party Release and timely submitted such election to the Claims and Noticing Agent in accordance with the Solicitation Procedures or the Notice of Non-Voting Status, as applicable, prior to any deadline to submit such a Ballot or opt into the releases set forth in Article VIII of the Plan, whether under any original or extended deadline, and did not affirmatively withdraw such election prior to any deadline to submit such a Ballot or opt into the releases set forth in Article VIII of the Plan, shall be a Released Party and a Releasing Party under the Plan.

2. The procedures used for tabulation of elections to opt into the Third-Party Release are approved in all respects.

IX. Plan Supplement.

1. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good, proper, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable laws, rules, and regulations, and no other or further notice is or shall be required with respect to the Plan Supplement and all of the documents included therein.

2. All documents included in the Plan Supplement, including any amendments, modifications, and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto), are integral to, part of, and incorporated by

reference in, the Plan and this Confirmation Order. Subject to the terms of the Plan (including any consent rights set forth or incorporated therein) and this Confirmation Order, the Debtors' right to alter, amend, update, or modify the Plan Supplement on or before the Effective Date is reserved. All parties were provided due, adequate, and sufficient notice of the Plan Supplement.

X. Modifications to Plan.

1. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan after solicitation of the Plan, as reflected in this Confirmation Order (including any modifications announced on the record of the Confirmation Hearing), constitute technical or clarifying changes, changes with respect to particular Claims or Interests by agreement with Holders of such Claims or Interests or their authorized representatives, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. After giving effect to these modifications, if any, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code, and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to cast new votes on the Plan or change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan. All Holders of Claims or Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended, and all Holders of Claims and

Interests who are conclusively deemed to have rejected the Plan are deemed to have rejected the Plan as modified, revised, supplemented, or otherwise amended.

XI. Exit Facilities and New Equity Interests.

1. As has been established based upon the evidence presented at the Confirmation Hearing, including in the Confirmation Declarations, the Exit Facilities and New Equity Interests contemplated by the Plan are reasonable, appropriate, and sufficient to allow the Reorganized Debtors to fully perform all of their obligations under the Plan and under all assumed agreements. The terms and structure of the offering of the New Equity Interests and the Exit Facilities as contemplated by the Plan and Plan Supplement (a) are fair and reasonable, (b) were negotiated in good faith and at arm's length, (c) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, (d) are supported by reasonably equivalent value and fair consideration, and (e) are in the best interests of the Debtors' Estates and their creditors. The issuance of the New Money Exit Facility, Senior Takeback Debt, the Junior Takeback Debt, the New Common Interests, and GoHealth Preferred Interests are, individually and collectively, essential elements of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the terms of the offering of the New Equity Interests and Exit Facilities, which were filed as part of the Plan Supplement.

2. Any credit extended and loans made or deemed made pursuant to the Exit Facilities, any Liens granted pursuant to the Exit Facilities or the Exit Facility Documents, and any fees paid or to be paid under the Exit Facilities are deemed to have been extended, issued, granted, and made or deemed made in good faith and for legitimate business purposes, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential

transfers, fraudulent conveyances, or other avoidable transfers under the Bankruptcy Code or any other applicable nonbankruptcy law.

XII. TRA Amendment.

1. The TRA Amendment, the terms of which are contained in the Plan Supplement, (a) is fair and reasonable, (b) was negotiated in good faith and at arm's length, (c) reflects the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, (d) is supported by reasonably equivalent value and fair consideration, (e) is in the best interests of the Debtors' Estates and their creditors, (f) is an essential element of the Plan, (g) is necessary for Confirmation and Consummation of the Plan, and (h) is critical to the overall success and feasibility of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the terms of the TRA Amendment, which was filed as part of the Plan Supplement, to all stakeholders (including the TRA Holders).

XIII. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).

1. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The injunction, release, and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the Entities that will be subject to the injunction, releases, and exculpations, thereby satisfying Bankruptcy Rule 3016(c).

A. Proper Classification—Sections 1122 and 1123.

1. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eleven

Classes based on differences in the legal nature or priority of such Claims and Interests (other than the Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and which are not required to be designated as separate classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

B. Specified Unimpaired Classes—Section 1123(a)(2).

1. Article III of the Plan specifies that Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 5 (General Unsecured Claims), and Class 7 (GoHealth, Inc. Preferred Stock) are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code. Claims in Class 10 (Intercompany Claims) and Interests in Class 11 (Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan or are Impaired and deemed to have rejected the Plan, and, in either event, are not entitled to vote to accept or reject the Plan.

2. Additionally, Article II of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, and Priority Tax Claims will be paid in full or otherwise Unimpaired in accordance with the terms of the Plan, although these Claims are not classified under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

C. Specified Treatment of Impaired Classes—Section 1123(a)(3).

1. Article III of the Plan specifies that Claims and Interests in Class 3 (Super-Priority Loan Claims), Class 4 (First Lien Claims), Class 6 (GoHealth Holdings Interests), Class 8 (GoHealth, Inc. Class A Common Stock), and Class 9 (GoHealth, Inc. Class B Common Stock) are Impaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code (collectively, the “Impaired Classes”), and describes the treatment of such Impaired Classes. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

D. No Discrimination—Section 1123(a)(4).

1. Article III of the Plan provides for the same treatment by the Debtors for each Claim or Interest within a particular Class unless the Holder of a particular Claim or Interest has accepted a less favorable treatment with respect to such Claim or Interest, such as the Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims) who are also Holders of Interests in Class 8 (GoHealth, Inc. Class A Common Stock) waiving any and all recovery on account of such Class 8 (GoHealth, Inc. Class A Common Stock) Interests. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

E. Adequate Means for Plan Implementation—Section 1123(a)(5).

1. The provisions of the Plan, including Article IV, together with the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide in detail the adequate and proper means for the cancellation of documents evidencing existing Claims and Interests and implementation of the transactions provided for in the Plan, including, without limitation: (a) the general settlement of Claims and Interests; (b) the Restructuring Transactions; (c) the sources of consideration for Plan distributions; (d) the consummation of the Exit Facilities, including the execution, delivery, and filing of all Exit Facility Documents; (e) the issuance and distribution of the New Equity Interests; (f) the TRA Amendment; (g) the

vesting of assets in the Reorganized Debtors; (h) the adoption of the New Organizational Documents; (i) the appointment of the New Board; (j) certain securities law exemptions; (k) the adoption of the Management Incentive Plan; (l) the preservation of Claims and Causes of Action, including Avoidance Actions, not released pursuant to the Plan; (m) the consummation of various corporate transaction steps necessary to implement the new corporate structure upon emergence; (n) the authorization of the Reorganized Debtors or their respective directors and officers to execute any other documents or take any actions that are necessary and appropriate to effectuate the Plan; (o) the maintenance of the D&O Liability Insurance Policies; (p) the assumption of certain employment agreements, indemnification agreements, severance agreements, or other agreements entered into with current and former employees; (q) tax exemptions pursuant to section 1146(a) of the Bankruptcy Code; and (r) the ability to perform any transaction contemplated by the Plan on a cashless basis. In addition to these core transactions, the Plan sets forth the other critical mechanics of the Debtors' emergence, such as the vesting of Estate assets in the Reorganized Debtors, the assumption of Executory Contracts and Unexpired Leases, and the settlement of Claims and Interests. The precise terms governing the execution of certain of these transactions are set forth in the applicable Definitive Documents or forms of agreements included in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

F. Voting Power of Equity Securities—Section 1123(a)(6).

1. The New Organizational Documents and Article IV.H of the Plan prohibit the issuance of non-voting equity Securities to the extent required to comply with section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

G. Directors and Officers—Section 1123(a)(7).

1. As of the Effective Date, the terms of the current members of the board of directors of GoHealth, Inc. shall expire, and the members for the initial term of the New Board shall be appointed in accordance with the New Organizational Documents. The known members of the New Board of the Reorganized Debtors were identified in Exhibit F of the Plan Supplement. Except to the extent that a current director or manager on the board of directors or applicable Governing Body of the Debtors is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current directors or managers on the board of directors or other Governing Body, or any sole manager, of the Debtors prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Debtors on or after the Effective Date, and such director or manager shall be deemed to have resigned or shall otherwise cease to be a director or manager of the Debtors on the Effective Date. Each of the directors, managers, sole managers, and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. The Plan's manner of selection of the officers, directors, or trustees (or any successor of any officer, director, or trustee) of the Reorganized Debtors is consistent with the interests of all Holders of Claims and Interests and with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

H. Impairment/Unimpairment of Classes—Section 1123(b)(1).

1. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan Impairs or leaves Unimpaired, as applicable, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

I. Assumption—Section 1123(b)(2).

1. Article V.A of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan and subject to the consent of the Required Lenders (not to be unreasonably withheld), all Executory Contracts or Unexpired Leases will be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) previously expired or terminated pursuant to their own terms; (b) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (c) are the subject of a motion to reject that is pending on the Effective Date; or (d) have an ordered or requested effective date of rejection that is after the Effective Date.

2. Entry of this Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions and/or assumptions and assignments of the Executory Contracts or Unexpired Leases as set forth in the Plan or Schedule of Proposed Cure Amounts, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth in the Plan, assumptions of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the

Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

3. Unless otherwise provided in the Plan or agreed to by the Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)), each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

4. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, subject to the consent of the Required Lenders (not to be unreasonably withheld), or the

Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Schedule of Proposed Cure Amounts at any time up to forty-five (45) days after the Effective Date.

5. To the extent any provision of the Bankruptcy Code or the Bankruptcy Rules requires the Debtors to assume or reject an Executory Contract or Unexpired Lease, such requirement shall be satisfied if the Debtors make an election to assume or reject such Executory Contract or Unexpired Lease prior to the deadline set forth by the Bankruptcy Code or the Bankruptcy Rules, as applicable, regardless of whether or not the Bankruptcy Court has actually ruled on such proposed assumption or rejection prior to such deadline.

6. To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, notwithstanding anything in the Plan to the contrary, effective as of the Effective Date, the Reorganized Debtors shall be deemed to have assumed all unexpired D&O Liability Insurance Policies with respect to the Debtors' directors, managers, officers, and employees serving on or before the Petition Date pursuant to section 365(a) of the Bankruptcy Code, and entry of this Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be Filed.

7. The Debtors provided sufficient notice to each non-Debtor counterparty to an Executory Contract or Unexpired Lease assumed or assumed and assigned by the Debtors during

these Chapter 11 Cases, as applicable. Accordingly, the Plan is consistent with sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code.

J. Release, Injunction, Exculpation, and Related Provisions—Section 1123(b)(3).

1. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. Article VIII.C of the Plan describes certain releases granted by the Debtors (the “Debtor Release”). Article VIII.D of the Plan provides for releases by the Releasing Parties (the “Third-Party Releases”). Article VIII.E of the Plan provides for exculpation for the Exculpated Parties (the “Exculpation”). Article VIII.F of the Plan provides for an injunction (the “Injunction”). The Bankruptcy Court has jurisdiction under sections 1334(a) and 1334(b) of the Judicial Code and authority under section 105 of the Bankruptcy Code to approve each of the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction. As has been established based upon the evidence presented at the Confirmation Hearing (including the Confirmation Declarations), the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction (a) are the product of extensive, arm’s-length, good faith negotiations among the Debtors and their principal constituencies, including the Key Stakeholders, that resulted in agreement on the terms of the Plan, (b) were an express condition of the Key Stakeholders for agreeing to, and voting to accept, the terms of the Plan, (c) were given in exchange for good, valuable, and adequate consideration after due notice and opportunity for a hearing, (d) are appropriately tailored under the facts and circumstances of these Chapter 11 Cases, (e) were integral to the agreements and settlements among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (f) confer substantial benefits on the Estates, (g) are fair, equitable, and reasonable, and

(h) are in the best interests of the Debtors, the Estates, and parties in interest.⁶ Further, the failure to implement the Debtor Release, the Third-Party Release, the Exculpation, or the Injunction would impair the Debtors' ability to confirm and implement the Plan.

a. *General Settlement of Claims and Interests.*

2. The Plan incorporates certain settlements of issues among the Debtors and various parties in interest, including the Ad Hoc TL Group and the Ad Hoc Revolver Group. As among the settlement parties, the applicable provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be, and shall be, final.

b. *Debtor Release.*

3. The Debtors have satisfied the business judgment standard with respect to the propriety of the Debtor Release set forth in Article VIII.C of the Plan. The Debtor Release is a necessary and integral element of the Plan, a component of the comprehensive settlement to be implemented pursuant to the Plan, and is fair, reasonable, and in the best interests of the Debtors, the Estates, Holders of Claims and Interests, and all of the Debtors' stakeholders. The Debtors' or the Reorganized Debtors' pursuit of any such claims and Causes of Action against the Released Parties is not in the best interests of the Estates' various constituencies because the

⁶ For the avoidance of doubt, for the purposes of this Confirmation Order, the releases, the exculpations, and injunctions contained in the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction, or as otherwise provided for in this Confirmation Order, in each case, shall be in all respects subject to the limitations, qualifications, and carveouts provided in the Plan, including without limitation, which entities or business units of such entities are bound by such provisions.

costs involved significantly outweigh any potential benefit from pursuing such claims and Causes of Action. The Debtors do not believe that they have material claims or Causes of Action against any of the Released Parties that would justify the risk, expense, and delay of pursuing any such claims or Causes of Action as compared to the results and benefits achieved under the Plan. The Debtor Release, as set forth in Article VIII.C of the Plan, is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release against any of the Released Parties. Importantly, no economic stakeholders have objected to the Debtor Release contained in the Plan.

4. The Debtor Release appropriately offers protection to parties who provided consideration to the Debtors and who participated in the Debtors' restructuring process, including the Key Stakeholders, whose participation in the Chapter 11 Cases was critical to the Debtors' successful implementation of the Restructuring Transactions and emergence. Specifically, the Released Parties under the Plan made significant concessions and contributions to these Chapter 11 Cases, including, as applicable, (i) negotiating and actively supporting the Plan and the Chapter 11 Cases, (ii) providing the Debtors with access to Cash Collateral during the Chapter 11 Cases, (iii) settling and compromising substantial rights and Claims against the Debtors under the Plan, and (iv) proposing, negotiating in good faith, and ultimately

consummating the value-maximizing Restructuring Transactions contemplated by the Plan for the benefit of the Debtors, their Estates, and all parties in interest.

5. In particular, in exchange for the Debtor Release, Released Parties in Class 3 (Super-Priority Loan Claims), Class 4 (First Lien Claims), Class 6 (GoHealth Holdings Interests), and Class 8 (GoHealth, Inc. Class A Common Stock), as applicable, contributed direct value in the form of their agreement to (a) equitize secured debt, (b) commit new capital to fund (i) distributions to be made to Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) who are not lenders under the First Lien Credit Agreement or Super-Priority Credit Agreement and (ii) the go-forward business, (c) consent to the Debtors' use of Cash Collateral, (d) enter into the TRA Amendment; (e) amend certain Unexpired Leases; and (f) otherwise be Impaired while providing full recoveries to Holders of Claims in Class 5 (General Unsecured Claims). In addition, the Debtor Release was a material inducement for the Key Stakeholders to support the Debtors' restructuring as set forth in the Plan. Finally, the Debtors' directors, officers, professionals, and other agents have been instrumental in negotiating, formulating, and implementing the restructuring transactions contemplated by the Plan. The Released Parties played an integral role in the formulation of the Plan, made significant contributions that are essential to the Plan's success, and expended significant time and resources analyzing and negotiating the Plan and the issues presented by the Debtors' prepetition capital structure.

6. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Estates and the critical nature of

the Debtor Release to the Plan. In light of the foregoing, the Debtor Release is approved in its entirety.

c. Third-Party Release.

7. The Third-Party Release, as set forth in Article VIII.D of the Plan, is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release, except as provided therein.

8. Like the Debtor Release, the Third-Party Release was critical to incentivizing parties to support the Plan, facilitated participation in the negotiation of the Definitive Documents and the chapter 11 process generally, and prevents significant, time-consuming, and value-destructive litigation. Prior to the commencement of these Chapter 11 Cases, certain Released Parties worked constructively with the Debtors to negotiate and implement a value-maximizing reorganization embodied in the Plan. Such parties have provided material concessions, benefits, and commitments to the Debtors through the Plan and during the pendency of the cases. In particular, certain of the Released Parties consented to the Debtors' use of Cash Collateral and committed to providing the Exit Facilities (including the New Money Exit Facility, the proceeds of which will fund the Equity Recovery Pool) upon the Effective Date, all of which are necessary to fund the Chapter 11 Cases through emergence. Without the Third-

Party Release, such Released Parties would not have been willing to fund and otherwise support the Restructuring Transactions contemplated by the Plan, which will enable the Debtors to emerge from bankruptcy while leaving Unimpaired Holders of Claims in Class 5 (General Unsecured Claims) and Holders of Interests in Class 7 (GoHealth, Inc. Preferred Stock) and providing the Equity Recovery Pool to Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock). As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process.

9. There is an identity of interests between the Debtors and the Entities that will benefit from the Third-Party Release. Each of the Released Parties was a stakeholder and/or critical participant in the Chapter 11 Cases and the Plan process and shares a common goal with the Debtors in seeing the Plan succeed. The scope of the Third-Party Release is also appropriately tailored to the facts and circumstances of the Chapter 11 Cases. For the reasons set forth above, each of the Released Parties has also made significant concessions and contributions to the Chapter 11 Cases.

10. The Third-Party Release is consensual with respect to the Releasing Parties. The Ballots sent to all Holders of Claims and Interests in the Voting Classes, the Notices of Non-Voting Status and Opt-In Forms sent to Holders of Claims and Interests in the Non-Voting Classes, the Confirmation Hearing Notice sent to parties in interest, and the Publication Notice published on June 13, 2026 in *The New York Times* (national edition) each unambiguously provided in bold letters that the Third-Party Release was contained in the Plan. Such parties in interest were provided due and adequate notice of these Chapter 11 Cases, the Plan, the Opt-In Procedures, the Third-Party Release, the deadline to object to Confirmation of the Plan, the

opportunity to opt into the Third-Party Release (except for Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims)), and were properly informed that (a) Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims) who voted in favor of the Plan, (b) Holders of Interests in Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock) who checked the “Opt In” box on their Ballot, regardless of whether such Holders voted to accept or reject the Plan, or (c) Holders of Claims and Interests in each applicable Non-Voting Class that did not vote on the Plan but checked the “Opt In” box on their opt-in form, as attached to the Notices of Non-Voting Status and Opt-In Forms (the “Opt-In Forms”), would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all Claims and Causes of Action against the Debtors and the Released Parties to the extent set forth in and consistent with the terms of the Plan. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, and the Opt-In Form. Thus, the Third-Party Release is consensual as to those Releasing Parties that (a) in the case of Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims), voted to accept the Plan, (b) in the case of Class 6 (GoHealth Holdings Interests) and Class 8 (GoHealth, Inc. Class A Common Stock), checked the “Opt In” box on their Ballot, regardless of whether such Holders voted to accept or reject the Plan, and (c) in the case of the applicable Non-Voting Classes, checked the “Opt In” box on their Opt-In Form. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are the subject of the Third-Party Release, and no other disclosure is necessary.

11. In light of the foregoing, the Third-Party Release is approved in its entirety.

d. *Exculpation.*

12. The Exculpation provided by Article VIII.E of the Plan for the benefit of the Exculpated Parties—all of which are Estate fiduciaries and constructively participated in and contributed to the Debtors’ chapter 11 process consistent with their duties under the Bankruptcy Code—is appropriately tailored to the circumstances of these Chapter 11 Cases. The Exculpation is essential to the Plan. The record in the Chapter 11 Cases fully supports the Exculpation only to the extent provided by section 1125(e) of the Bankruptcy Code, which is appropriately tailored to protect the Exculpated Parties from inappropriate litigation. The Exculpation, including the carve out for actual fraud, willful misconduct, or gross negligence, is consistent with section 1125(e) of the Bankruptcy Code.

13. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

e. *Injunction.*

14. The Injunction set forth in Article VIII.F of the Plan is necessary to implement, preserve, and enforce the Debtors’ discharge (as provided in Article VIII.A of the Plan, the “Discharge”), the Debtor Release, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

f. *Preservation of Causes of Action.*

15. The provisions regarding the preservation of Causes of Action in the Plan (including Article IV.L), including the Plan Supplement, are appropriate, fair, equitable, and

reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

16. Article IV.L of the Plan appropriately provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. The Plan provides, among other things, that the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

17. The provisions regarding the preservation of Causes of Action in the Plan, including those contained in the Plan Supplement, are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors and their Estates. For the avoidance of doubt, Causes of Action released or exculpated under the Plan will not be retained by the Reorganized Debtors.

g. Lien Releases.

18. As set forth in Article VIII.B of the Plan (the "Lien Releases"), except as otherwise provided in the Exit Facility Documents, the Plan, this Confirmation Order, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is

Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable Agents of such Holder, including the Agents) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder, including the Agents) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder, including the Agents) and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of this Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

19. To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, at the sole cost and expense of the Reorganized Debtors, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests,

including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

20. The provisions of the Lien Releases are appropriate, fair, equitable, and reasonable and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and are hereby approved and authorized in their entirety.

21. For the avoidance of doubt, pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by the Bankruptcy Court, any of the parties to such release, or any other Entity: (a) the Debtor Release, (b) the Third-Party Release, (c) the Exculpation, and (d) the Injunction. The discharge, release, exculpation, injunction and all other provisions set forth in Article VIII of the Plan are hereby approved and authorized in their entirety.

K. Additional Plan Provisions—Section 1123(b)(6).

1. The other discretionary provisions of the Plan, including the Plan Supplement, are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

L. Cure of Defaults—Section 1123(d).

1. The Debtors or Reorganized Debtors, as applicable, shall pay Cures, if any, on or prior to the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the underlying agreements and/or the ordinary course of business among the parties thereto. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to a proposed assumption, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors no later than the date that is thirty (30)

days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Reorganized Debtor, as applicable, without the need for any objection by the Debtors or Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure costs shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors, as applicable, of the applicable Cure costs; *provided* that nothing in the Plan or this Confirmation Order shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Debtors or Reorganized Debtors, as applicable, also may settle any Cure costs without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection was heard by the Bankruptcy Court at the Confirmation Hearing or will be heard at such other setting as requested by the Debtors for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

2. If there is any dispute regarding any Cure costs, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of any Cure costs shall occur (a) as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment) or (b) as may be agreed upon by the Debtors (with the consent of the Required Lenders (not to be unreasonably withheld)) or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtors (with the consent of the Required Lenders

(not to be unreasonably withheld)) and the Reorganized Debtors, as applicable, reserve the right at any time to move to reject any Executory Contract or Unexpired Lease based upon the existence of any such unresolved dispute.

3. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and payment of any applicable Cure cost (including in the amount of \$0.00, if applicable) pursuant to the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contracts or Unexpired Leases at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any Cure has been fully paid pursuant to Article V.C of the Plan shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

4. Entry of this Confirmation Order shall constitute the Bankruptcy Court's finding of adequate assurance of future performance under all assumed Executory Contracts and Unexpired Leases.

XIV. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).

1. The Debtors have complied with the applicable provisions of the Bankruptcy Code, and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- a. is eligible to be a debtor under section 109 of the Bankruptcy Code and a proper proponent of the Plan under section 1121(a) of the Bankruptcy Code;

- b. has complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by Final Order of the Bankruptcy Court; and
- c. has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy Law, rule, and regulation, the Scheduling Order, and all other applicable Law in transmitting the Solicitation Packages, related documents and notices, and in soliciting and tabulating the votes on the Plan.

2. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with respect to the offering, issuance, and distribution of recoveries under the Plan and will therefore be entitled to the protections of section 1125 of the Bankruptcy Code.

XV. Plan Proposed in Good Faith—Section 1129(a)(3).

1. The Debtors have proposed the Plan and the Restructuring Transactions (and all documents necessary to effectuate the Plan (including the Plan Supplement)) in good faith and not by any means forbidden by Law. In so determining, the Bankruptcy Court has examined the totality of the circumstances surrounding the Filing of these Chapter 11 Cases, including the Confirmation Declarations, the Plan, the Disclosure Statement, the process leading to Confirmation, including the extensive, good faith, arm's-length negotiations among the Debtors and their stakeholders, the nearly-unanimous support of each Class of Holders of Claims entitled to vote on the Plan, and the transactions to be implemented pursuant thereto. These Chapter 11 Cases were Filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from these Chapter 11 Cases with a capital and organizational structure that will allow them to conduct their business and satisfy their obligations with sufficient liquidity and capital resources.

2. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors and the Key Stakeholders, among others. The Plan itself and the process leading to its

formulation provides independent evidence of the Debtors' and such other parties' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors Filed the Chapter 11 Cases with the belief that the Debtors were in need of reorganization, and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

XVI. Payment for Services or Costs and Expenses—Section 1129(a)(4).

1. The procedures set forth in the Plan for the Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

XVII. Directors, Officers, and Insiders—Section 1129(a)(5).

1. The Plan sets forth the structure of the New Board, and the known identities of and/or the process for appointment of the New Board were disclosed in the Plan Supplement. The appointment to, or continuance in, the office of the applicable persons is consistent with the interests of Holders of Claims and Interests, and with public policy. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

XVIII. No Rate Changes—Section 1129(a)(6).

1. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission.

XIX. Best Interests of Creditors—Section 1129(a)(7).

1. The liquidation analysis attached as Exhibit C to the Disclosure Statement, the Frank Declaration, and the other evidence related thereto in support of the Plan that was proffered at, prior to, or in connection with the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

XX. Acceptance by Certain Classes—Section 1129(a)(8).

1. Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 5 (General Unsecured Claims), and Class 7 (GoHealth, Inc. Preferred Stock) are the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. The Voting Classes, each of which is entitled to vote on the Plan, are Impaired. As evidenced by the Voting Declaration, each of the Voting Classes has voted to accept the Plan. Class 10 (Intercompany Claims) and Class 11 (Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated) or are Impaired and deemed to have rejected the Plan (to the extent adjusted, converted to equity, set off, distributed, contributed, or discharged, cancelled, and released), and, in either event, are not entitled to vote to accept or reject the Plan. Pursuant to the Plan, Holders of Interests in Class 9 (GoHealth, Inc. Class B Common Stock) are Impaired, receive no

recovery on account of their Claims and Interests, and are deemed to have rejected the Plan. Although the Plan does not satisfy section 1129(a)(8) of the Bankruptcy Code with respect to Class 9 (GoHealth, Inc. Class B Common Stock), and Class 10 (Intercompany Claims) and Class 11 (Intercompany Interests), to the extent they are Impaired, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to Classes 9, 10, and 11. Thus, the Plan satisfies section 1129(b) of the Bankruptcy Code.

XXI. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).

1. The treatment of Allowed Administrative Claims, Professional Fee Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

XXII. Acceptance by at Least One Impaired, Accepting Class of Claims—Section 1129(a)(10).

1. As evidenced by the Voting Declaration, Holders of Claims in Class 3 (Super-Priority Loan Claims) and Class 4 (First Lien Claims) voted to accept the Plan by the requisite number and amount of Claims at each Debtor, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. As such, there is at least one Class of Claims that is Impaired under the Plan and has accepted the Plan. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

XXIII. Feasibility—Section 1129(a)(11).

1. The financial projections attached as Exhibit B to the Disclosure Statement, the Frank Declaration, and the other evidence supporting Confirmation proffered or adduced by the Debtors at, prior to, or in the Confirmation Declarations Filed in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such

analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

XXIV. Payment of Statutory Fees—Section 1129(a)(12).

1. Article XII.C of the Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 and any interest thereon pursuant to 31 U.S.C. § 3717 (together, “Statutory Fees”) prior to the Effective Date will be paid by the Debtors in full in Cash on the Effective Date. After the Effective Date, the Reorganized Debtors shall be jointly and severally liable to pay and shall pay any and all Statutory Fees in full in Cash when due and payable. The Reorganized Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court all quarterly post-confirmation reports when they become due. The Reorganized Debtors shall remain obligated to pay Statutory Fees until the earliest of when the Chapter 11 Cases are closed, dismissed, or converted to cases under chapter 7 of the Bankruptcy Code. Statutory Fees are Allowed. The U.S. Trustee shall not be required to file any Administrative Claim or other request for payment in these cases for Statutory Fees and shall not be treated as providing any release under the Plan. Notwithstanding anything in the Plan and/or Plan Supplement to the contrary, nothing in the Plan and/or Plan Supplement shall: (a) constitute a determination (judicial or otherwise) that future distributions in the Chapter 11 Cases are not

disbursements under 28 U.S.C. § 1930; (b) otherwise exempt or shelter future distributions in the Chapter 11 Cases from 28 U.S.C. § 1930; nor (c) in any way prejudice the U.S. Trustee's rights under 28 U.S.C. § 1930 (which rights are fully reserved and preserved). Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

XXV. Continuation of Retiree Benefits—Section 1129(a)(13).

1. Article IV.P of the Plan provides, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

XXVI. Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).

1. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors do not owe domestic support obligations, are not individuals, and are not nonprofit corporations.

XXVII. “Cram Down” Requirements—Section 1129(b).

1. Notwithstanding the fact that the Deemed Rejecting Class and the Intercompany Classes, to the extent they are Impaired, have been deemed to have rejected the Plan, the Plan is confirmable pursuant to section 1129(b)(1) of the Bankruptcy Code. **First**, all of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8) of the Bankruptcy Code, have been met. **Second**, the Plan does not unfairly discriminate with respect to the Deemed Rejecting Class or the Intercompany Classes, to the extent they are Impaired. The Plan's treatment of the Deemed Rejecting Class and the Intercompany Classes, to the extent they are Impaired, is proper because the Plan's classification scheme rests on a legally acceptable rationale. Moreover, under the Plan, (a) no Holder of a Claim or Interest junior to the Deemed

Rejecting Class or the Intercompany Classes, to the extent they are Impaired, will receive any recovery under the Plan on account of such junior Claim or Interest, and (b) no Holder of a Claim or Interest in a Class senior to the Deemed Rejecting Class or the Intercompany Classes, to the extent they are Impaired, is receiving more than 100 percent on account of its Claim or Interest. Accordingly, the Plan is fair and equitable with respect to the Deemed Rejecting Class and the Intercompany Classes, to the extent they are Impaired. The Plan may therefore be confirmed even though the Deemed Rejecting Class and the Intercompany Classes, to the extent they are Impaired, have not voted to accept the Plan.

XXVIII. Only One Plan—Section 1129(c).

1. The Plan (including any previous versions thereof) is the only chapter 11 plan Filed for each of the Debtors in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

XXIX. Principal Purpose of the Plan—Section 1129(d).

1. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

XXX. Not Small Business Cases—Section 1129(e).

1. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

XXXI. Good Faith Solicitation—Section 1125(e).

1. The Debtors, the Key Stakeholders, and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys, as applicable, have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the

Bankruptcy Code, including section 1125(g), and the Bankruptcy Rules in connection with all of their respective activities relating to the support of the Plan and Consummation, including among other things, the execution, delivery, and performance of and under the Exit Facility Documents, the issuance of the New Equity Interests, execution of TRA Amendment, the use of Cash Collateral pursuant to the Cash Collateral Orders, and the solicitation of acceptances of the Plan, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

XXXII. Satisfaction of Confirmation Requirements.

1. Based on the foregoing, and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

XXXIII. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

1. Each of the conditions precedent to the Effective Date, as set forth in Article IX.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.B of the Plan.

XXXIV. Implementation.

1. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, the Definitive Documents, and all other relevant and necessary or desirable documents, have been or will be negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

XXXV. Disclosure of Facts.

1. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving action to be taken by or required of the Debtors.

XXXVI. Waiver of Stay.

1. Under the circumstances, it is appropriate that any stay imposed by Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 be waived.

XXXVII. Good Faith.

1. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Confirmation Order; and (b) take any actions authorized and directed or contemplated by this Confirmation Order. The Released Parties have made a substantial contribution to the Debtors' reorganization.

2. **ORDER**

3. **IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:**

4. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of Law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of Law pursuant to Bankruptcy Rule 7052, made

applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of Law, it is deemed so, and vice versa.

5. **Disclosure Statement.** The information provided in the Disclosure Statement is adequate, and the Disclosure Statement is **APPROVED** in all respects.

6. **Confirmation of the Plan.** The Plan, a copy of which is attached hereto as **Exhibit A**, as may be further amended by this Confirmation Order, is approved in its entirety and **CONFIRMED** pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement (including any supplements, amendments, or modifications thereof in accordance with this Confirmation Order and the Plan) and the Definitive Documents, are incorporated by reference into and are an integral part of this Confirmation Order.

7. **Solicitation.** The solicitation of votes on the Plan complied with the Bankruptcy Code (including section 1125(g)), the Bankruptcy Rules, and the Local Rules, and any other applicable rules, laws, and regulations, including the Securities Act, and was appropriate and satisfactory and is approved in all respects.

8. **Opt-In Procedures.** The Opt-In Procedures and the procedures used for tabulation of elections to opt into the Third-Party Release were appropriate and satisfactory and are approved in all respects.

9. **Objections Overruled.** To the extent that any objections (including any reservations of rights, joinders, or statements contained therein) to final approval of the Disclosure Statement and/or Confirmation of the Plan have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the Confirmation Hearing, all such objections (including any reservation of rights, joinders, or

statements contained therein), except with respect to unresolved Cure disputes and objections to the assumption or rejection of Executory Contracts and Unexpired Leases, if any (which shall be resolved in accordance with Article V of the Plan), are hereby overruled in their entirety and on the merits.

10. All objections to Confirmation not Filed and served prior to the Objection Deadline set forth in the Confirmation Hearing Notice (as may have been extended by the Debtors), if any, are deemed waived and shall not be considered by the Bankruptcy Court.

11. **Deemed Acceptance of Plan as Modified.** The Debtors modified the Plan subsequent to the Petition Date to address (a) concerns raised by parties in interest and (b) certain postpetition trading of GoHealth, Inc. Class A Common Stock. The Plan modifications are immaterial and comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders of Claims that voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended (the “Plan Modifications”). No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

12. **Effectiveness of All Actions.** All actions contemplated by, or necessary to, effectuate the Plan, including all actions in connection with the Plan Supplement, as the same may be modified from time to time prior to the Effective Date (including, without limitation, any restructuring transaction steps set forth in one or more documents contained in the Plan Supplement, including, but not limited to, the Restructuring Transactions Memorandum), are hereby authorized to be taken on, prior to, or after the Effective Date, as applicable, without further application to or order of the Bankruptcy Court, or further action by the respective

officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors, and with the effect that such actions had been taken by the unanimous action, consent, approval, and vote of each of such officers, directors, managers, members, or equity holders.

13. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, Exit Facility Documents, and New Organizational Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. To the fullest extent permitted by applicable law, the authorizations and approvals contemplated by Article IV of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

14. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations, of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, Securities, agreements, and any amendments or modifications thereto.

15. **Means for Implementation of the Plan.** The provisions governing the means for implementation of the Plan set forth in Article IV of the Plan shall be, and hereby are, approved in their entirety. The Debtors are authorized to take all actions necessary or appropriate to implement the Plan on the terms set forth in Article IV. Upon the Effective Date,

the Debtors or the Reorganized Debtors, as applicable, are authorized to make the payments or other distributions set forth in Article II and Article III of the Plan.

16. **Incorporation by Reference.** The terms and provisions of the Plan are incorporated by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, this Confirmation Order, the Definitive Documents, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors and equity holders, and their respective successors and assigns, non-Debtor Affiliates, any affected third parties, all Holders of Claims, all Holders of Interests, whether known or unknown, including, but not limited to, all contract counterparties, leaseholders, Governmental Units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar Entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective Affiliates, successors, and assigns.

17. **Exit Facilities.** On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities, the terms, conditions, structure, and principal amount of which are set forth in the Exit Facility Documents. This Confirmation Order shall constitute (a) approval of the Exit Facilities and the Exit Facility Documents; and (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take any and all actions necessary or appropriate to consummate the Exit Facilities, including executing and delivering the Exit Facility Documents, in each case, without any further notice to or order of the Bankruptcy Court. On the Effective Date, the Exit Facilities shall be issued and distributed as provided for in the Restructuring

Transactions Memorandum and the Exit Facility Documents pursuant to, and in accordance with, the Plan.

18. On the Effective Date, all of the claims, new or existing Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, valid, binding, non-avoidable, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (whether equitable, contractual, or otherwise) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, fraudulent conveyances or other voidable transactions under the Bankruptcy Code or any applicable non-bankruptcy law, whether foreign or domestic. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized to file, with the appropriate authorities, mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The priorities of such Liens and security interests shall be as set forth in the Exit Facility Documents. The Reorganized Debtors and the persons and entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, provincial, or other law (whether foreign or domestic) that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be

required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law, regulation, order, rule, vote, consent, authorization, or approval to give notice of such Liens and security interests to third parties. The guarantees granted under the Exit Facility Documents have been granted in good faith, for legitimate business purposes and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed to not constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

19. **New Equity Interests.** Reorganized GoHealth shall be authorized to issue GoHealth Preferred Interests and New Common Interests pursuant to its New Organizational Documents. The issuance of the GoHealth Preferred Interests and New Common Interests, including equity awards reserved for the Management Incentive Plan, shall be authorized as determined at the discretion of the New Board in consultation with the Chief Executive Officer of the Reorganized Debtors without the need for any further corporate, limited liability company, partnership or similar action or without any further action by any of the Debtors or Reorganized Debtors. On the Effective Date, the New Equity Interests shall be issued and distributed pursuant to, and in accordance with the Plan.

20. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such

distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). The issuance of the New Equity Interests will not be registered under the Securities Act and the New Equity Interests will not be listed on any national securities exchange or quoted through any automated quotation system as of the Effective Date.

21. **TRA Amendment.** On or before the Effective Date, certain of the Debtors and certain of the TRA Holders (as defined in the TRA) party thereto shall enter into the TRA Amendment, substantially in the form set forth in the Plan Supplement. The TRA Amendment is approved in all respects.

22. **Cancellation of Instruments, Certificates, and Other Documents.** On the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, and the Stockholders Agreement, shall automatically be deemed cancelled, discharged, and of no further force and effect, and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of, or parties to, such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, securities, and

other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan or this Confirmation Order.

23. **Surrender of Cancelled Instruments or Securities.** On the Effective Date or as soon as reasonably practicable thereafter, each Holder (and the applicable Agents for such Holder) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV of the Plan shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties with respect to one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, this paragraph shall not apply to certificates or instruments evidencing Claims or Interests that are Unimpaired under the Plan.

24. Holders of mortgages, deeds of trust, Liens, pledges, or other security interests released pursuant to Article VIII.B of the Plan shall execute such documents and take any and all other steps as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the rights, titles, and interests of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

25. **Indemnification.** All Indemnification Provisions, consistent with applicable law, currently in place (whether in the bylaws, certificates of incorporation or formation, limited

liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors, as applicable, shall be (a) reinstated and remain intact, irrevocable, and shall survive the Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Debtors than the Indemnification Provisions in place prior to the Effective Date, and (b) shall be assumed by the Reorganized Debtors; *provided* that nothing in the Plan or this Confirmation Order shall expand any of the Debtors' indemnification obligations in place as of the Petition Date or constitute a finding or conclusion that any party that may seek indemnification is entitled to indemnification under the terms of such Indemnification Provisions or is intended to effectuate the survival of any indemnification obligations for any party other than those parties with rights to indemnification under such Indemnification Provisions as of the Petition Date.

26. After the Effective Date, the Reorganized Debtors will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Effective Date.

27. **Restructuring Transactions.** Before, on, and after the Effective Date, the applicable Debtors, with the consent of the Required Lenders (not to be unreasonably withheld),

and the Reorganized Debtors shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, formation, organization, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Plan Supplement and having other terms for which the applicable parties agree; (c) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; (d) the execution, delivery, and entry into the Exit Facility Documents; (e) the issuance and distribution of the New Equity Interests as set forth in the Plan; (f) the implementation after the Effective Date of the Management Incentive Plan as determined at the discretion of the New Board in consultation with the Chief Executive Officer; (g) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); (h) such other transactions that, in the

reasonable business judgment of the Debtors (subject to the consent of the Required Lenders (not to be unreasonably withheld)) or the Reorganized Debtors, as applicable, are required to effectuate the Restructuring Transactions, including any transactions set forth in the Restructuring Transactions Memorandum; and (i) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

28. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, the Plan Supplement, this Confirmation Order, or any agreement, instrument, or other document incorporated into the Plan or Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances and interests. On and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated into the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, no Reorganized Debtor (including any Reorganized Debtor ultimately being wound down and liquidated in connection with the Restructuring Transactions, including as set forth in the Restructuring Transactions Memorandum) shall be treated as being liable on any Claim that is discharged pursuant to the Plan.

29. **Assumption and Assignment of Contracts and Leases.** The Debtors have exercised sound business judgment in determining whether to reject or assume each of their

Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Article V of the Plan, and as set forth in the Plan Supplement.

30. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

31. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.C of the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

32. **Insurance Policies.** Each of the Debtors' insurance policies (including D&O Liability Insurance Policies) and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (a) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors, and all obligations of the Debtors under such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall continue as obligations of the Reorganized Debtors.

33. **Management Incentive Plan.** The Reorganized Debtors are authorized to adopt and implement the Management Incentive Plan in accordance with Article IV.K of the Plan.

34. **Provisions Governing Distributions.** The distribution provisions of Article VI of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Disbursing Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with, and as set forth in, the Plan or this Confirmation Order, as applicable.

35. **New Organizational Documents.** On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended in a manner consistent with the Plan. To the extent required under the Plan or applicable non-bankruptcy law, rule, or regulation (whether foreign or domestic), each of the Reorganized Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities, to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of incorporation or formation and the terms of such documents, and the Reorganized Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation or formation and the New Organizational Documents without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or

Bankruptcy Rules. For the avoidance of doubt, any Holder of New Equity Interests' acceptance of the New Equity Interests shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Reorganized Debtors.

36. From and after the Effective Date, all Holders of New Common Interests and GoHealth Preferred Interests shall be subject to the terms and conditions of the New Organizational Documents. On the Effective Date, the Reorganized Debtors shall enter into and deliver the New Organizational Documents to each Holder of New Common Interests and GoHealth Preferred Interests, which shall become effective and binding in accordance with their terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Holders of New Common Interests and GoHealth Preferred Interests shall be deemed to have executed the New Organizational Documents and be parties thereto, without the need to deliver signature pages thereto.

37. **Notice of Subsequent Pleadings.** Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date will be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"); (c) counsel to the Ad Hoc TL Group; (d) counsel to the Ad Hoc Revolver Group; (e) any party known to be directly affected by the relief sought by such pleadings; and (f) any party that specifically requests additional notice in writing to the Debtors or Reorganized Debtors, as applicable, or files a request for notice under Bankruptcy Rule 2002 after the Effective Date. The Claims and Noticing Agent shall not be required to file updated service lists.

38. **Discharge, Release, Exculpation, Injunction, and Related Provisions.** The release, exculpation, discharge, injunction, and related provisions set forth in Article VIII of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

- a. *Discharge.* The Discharge set forth in Article VIII.A of the Plan is hereby approved.
- b. *Lien Releases.* The Lien Releases set forth in Article VIII.B of the Plan are hereby approved.
- c. *Debtor Release.* The Debtor Release set forth in Article VIII.C of the Plan is hereby approved.
- d. *Third-Party Release.* The Third-Party Release set forth in Article VIIL.D of the Plan is hereby approved.
- e. *Exculpation.* The Exculpation set forth in Article VIIL.E of the Plan is hereby approved.
- f. *Injunction.* The Injunction set forth in Article VIIL.F of the Plan is hereby approved.

39. Entry of this Confirmation Order constitutes the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, constitutes the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any claim or Cause of Action released pursuant to the Debtor Release against any of the Released Parties.

40. Entry of this Confirmation Order constitutes the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, constitutes the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release, except as provided therein.

41. **Preservation of Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, other than the Causes of Action released by the Debtors pursuant to the releases contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

42. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Person or Entity may rely on the absence of a specific reference in this Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

43. The Reorganized Debtors reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Person or Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to

judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

44. The provisions regarding the preservation of Causes of Action in Article IV.L of the Plan are approved in their entirety, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors and their Estates.

45. **Professional Fee Escrow Account.** No later than the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be transferred to the Reorganized Debtors without any further notice to, action, order, or approval of the Bankruptcy Court.

46. **Professional Fee Amount.** Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the

Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than two (2) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

47. **Post-Confirmation Fees and Expenses.** Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, or 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. A good faith estimate of the fees owed to Professionals incurred following the Confirmation Date through the Effective Date shall be included in the Professional Fee Escrow Account and paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court; *provided, however*, that such estimate shall not be deemed to limit the amount of fees and expenses actually incurred by such Professionals.

48. **Payment of Statutory Fees.** All Statutory Fees due and payable prior to the Effective Date will be paid by the Debtors in full in Cash on the Effective Date. After the

Effective Date, the Reorganized Debtors shall be jointly and severally liable to pay and shall pay any and all Statutory Fees in full in Cash when due and payable. The Reorganized Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court all quarterly post-confirmation reports when they become due. The Reorganized Debtors shall remain obligated to pay Statutory Fees until the earliest of when the Chapter 11 Cases are closed, dismissed, or converted to cases under chapter 7 of the Bankruptcy Code. Statutory Fees are Allowed. The U.S. Trustee shall not be required to file any Administrative Claim or other request for payment in these cases for Statutory Fees and shall not be treated as providing any release under the Plan. Notwithstanding anything in the Plan and/or Plan Supplement to the contrary, nothing in the Plan and/or Plan Supplement shall: (a) constitute a determination (judicial or otherwise) that future distributions in the Chapter 11 Cases are not disbursements under 28 U.S.C. § 1930; (b) otherwise exempt or shelter future distributions in the Chapter 11 Cases from 28 U.S.C. § 1930; nor (c) in any way prejudice the U.S. Trustee's rights under 28 U.S.C. § 1930 (which rights are fully reserved and preserved).

49. **Section 1146(a) Exemption.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors, as applicable; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of

collateral as security pursuant to the Plan; or (f) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

50. **Distributions Exempt from Securities Laws.** Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration under the Securities Act, the offering, issuance, and distribution of the New Common Interests as contemplated in the Plan and/or the offering, issuance, and distribution of Other Securities, which includes the GoHealth Preferred Interests, shall be exempt

from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of Securities.

51. The New Common Interests and the Other Securities to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the SEC or state or local securities laws, if any, applicable at the time of any future transfer of such Securities or instruments (including, to the extent applicable, Rule 144 under the Securities Act); and (b) any restrictions on the transferability of such New Common Interests or Other Securities in the New Organizational Documents.

52. The New Common Interests and the Other Securities, if any, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act (including, to the extent applicable, Rule 144 under the Securities Act) and subject to any restrictions on the transferability of such New Common Interests and Other Securities, if any, in the New Organizational Documents.

53. The Reorganized Debtors need not provide any further evidence other than the Plan or this Confirmation Order to any Entity (including DTC and any nominee thereof or any transfer or similar agent for the New Common Interests) with respect to the treatment of the New Common Interests and Other Securities, if any, to be issued under the Plan under applicable securities laws. DTC, any nominee thereof and any transfer or similar agent for the New Common Interests and Other Securities, if any, shall be required to accept and conclusively rely upon the Plan and this Confirmation Order in lieu of a legal opinion regarding whether the New Common Interests to be issued under the Plan are exempt from registration and/or eligible for DTC, book-entry delivery, settlement, and deposit (to the extent applicable). Notwithstanding anything to the contrary in the Plan, no Entity (including DTC, any nominee thereof and any transfer or similar agent for the New Common Interests and Other Securities, if any) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Interests and Other Securities, if any, to be issued under the Plan are exempt from registration.

54. **Waiver of Section 341(e) Meeting and Certain Filings and Reporting.** Subject to the occurrence of the Effective Date on or before August 21, 2026, the following are hereby permanently waived: (a) the requirement that the U.S. Trustee convene a meeting of creditors or equity holders pursuant to section 341(e) of the Bankruptcy Code; (b) the requirements that the Debtors file Schedules, SOFAs, and 2015.3 Reports (each as defined in the Scheduling Motion); and (c) any other requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Bankruptcy Court or U.S. Trustee as to any such list, schedule, or statement not filed as of the entry of this Confirmation Order.

55. **Authorization to Consummate.** The Debtors are authorized to consummate the Plan in accordance with its terms at any time after the entry of this Confirmation Order, subject to the satisfaction or waiver of the conditions precedent in Article IX of the Plan. The Debtors or Reorganized Debtors, as applicable, including their officers, managers, and directors (including the members of the New Board, as applicable), are hereby immediately authorized, without further application to or order of the Bankruptcy Court, to enter into and effectuate the Restructuring Transactions and to take any and all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Restructuring Transactions to the extent consistent with the Plan (including the consent rights therein). To the extent not approved by the Bankruptcy Court previously, entry of this Confirmation Order shall be deemed approval of the Restructuring Transactions (including each of the transactions and related agreements contemplated thereby), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in connection therewith are hereby effective and authorized to be taken.

56. **Government Approvals Not Required.** This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

57. **Directors and Officers of Reorganized GoHealth.** In accordance with Article IV.I of the Plan, on the Effective Date, the term of each of the current members of the

board of directors of GoHealth, Inc. shall expire, such current directors shall be deemed to have resigned, and all of the directors for the initial term of the New Board shall be appointed in accordance with the New Organizational Documents. The known members of the New Board are identified in Exhibit F to the Plan Supplement. Except to the extent that a current director or manager on the board of directors or applicable Governing Body of the Debtors is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current directors or managers on the board of directors or other Governing Body, or any sole manager, of the Debtors prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Debtors on or after the Effective Date, and such director or manager shall be deemed to have resigned or shall otherwise cease to be a director or manager of the Debtors on the Effective Date. Each of the directors, managers, sole managers, and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor and may be designated, replaced, or removed in accordance with such New Organizational Documents. The manner of selection of the officers, directors, or trustees (or any successor of any officer, director, or trustee) of the Reorganized Debtors is consistent with the interests of all Holders of Claims and Interests and with public policy.

58. **Post-Confirmation Modifications.** Without the need for further order or authorization of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan until the occurrence of the Effective Date.

59. **Applicable Nonbankruptcy Law.** To the fullest extent permitted by applicable law, the provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy Law.

60. **Notices of Confirmation and the Effective Date.** The Reorganized Debtors shall file and serve notice of entry of this Confirmation Order and the occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit B** (as may be revised, the “Notice of Effective Date”), in accordance with Bankruptcy Rules 2002 and 3020(c) on all holders of Claims and Interests within ten Business Days after the Effective Date. Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed the Confirmation Hearing Notice, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. The Notice of Effective Date is adequate under the particular circumstances of the Chapter 11 Cases and no other or further notice is necessary.

61. The Notice of Effective Date shall constitute sufficient notice of the entry of this Confirmation Order to any filing and recording officers and shall be a recordable instrument notwithstanding any contrary provision of applicable nonbankruptcy law.

62. **Failure of Consummation.** If Consummation does not occur, the Plan and the findings in this Confirmation Order shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release by the Debtors or any Holder of Claims, Liens, or Interests of any Claim, Lien, or Interest; (b) prejudice in any

manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively.

63. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101(2) and 1127 of the Bankruptcy Code.

64. **Immediate Binding Effect; Waiver of Stay.** Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, 9014, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims or Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

65. For good cause shown, the requirements under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of 14 days after entry of the order are waived. This Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court and shall not be stayed pursuant to the Bankruptcy Code, Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062, any Local Rules, or otherwise.

66. **Provisions Regarding Governmental Units.** Notwithstanding anything in the Plan to the contrary, nothing shall enjoin or prohibit any Governmental Unit from seeking payment from the Debtors or disputing the Debtors' treatment of a Claim by the date established in section 502(b)(9) of the Bankruptcy Code.

67. **Provisions Regarding the United States of America.** As to the United States of America, and any agencies or instrumentalities thereof (collectively, the "United States"), nothing in this Confirmation Order or other Definitive Documents shall discharge or release the Debtors, the Reorganized Debtors, or any non-Debtor from any right, defense, Claim, liability, or Cause of Action of the United States (a "USG Claim"), or otherwise enjoin, preclude, impair, or affect the ability of the United States to pursue any USG Claim against any Debtor, Reorganized Debtor, or non-Debtor, including but not limited to, the Claims asserted in that certain case titled *United States ex rel. Andrew Shea v. eHealth, Inc.*, No. 1:21-cv-11777-DJC (D. Mass. Nov. 2, 2021) (the "DOJ Complaint"). All USG Claims shall survive these Chapter 11 Cases as if they had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, defenses, Claims, liabilities, or Causes of Action would have been resolved or adjudicated if these Chapter 11 Cases had not been commenced; *provided, however*, that nothing in this Confirmation Order or the Definitive Documents shall impair, prejudice, waive, or otherwise alter any legal or equitable rights, defenses, claims, or Causes of Action of the Debtors, the Reorganized Debtors or any non-Debtor under bankruptcy or non-bankruptcy law (including, but not limited to, any setoff or recoupment rights and defenses) with respect to any such right, defense, Claim, liability, or Cause of Action of the United States, including, but not limited to, with respect to the DOJ

Complaint, nor shall anything be construed to limit or expand the scope of section 1125(e) of the Bankruptcy Code.

68. Without limiting the foregoing, nothing in this Confirmation Order or the Definitive Documents shall:

a. require the United States to file any proofs of Claim or Administrative Claims in these chapter 11 cases for any USG Claim;

69.

b. release, nullify, preclude, or enjoin the enforcement of any police or regulatory power;

c. affect or impair any setoff or recoupment rights or defenses of the United States and any such rights and defenses thereto are expressly preserved;

70.

d. authorize the assumption, assignment, sale or other transfer of any federal (i) grants, (ii) grant funds, (iii) contracts, (iv) agreements, (v) awards, (vi) task orders, (vii) property, (viii) intellectual property, (ix) patents, (x) leases, (xi) certifications, (xii) applications, (xiii) registrations, (xiv) billing numbers, (xv) national provider identifiers, (xvi) provider transaction access numbers, (xvii) licenses, (xviii) permits, (xix) covenants, (xx) inventory, (xxi) guarantees, (xxii) indemnifications, (xxiii) data, (xxiv) records, or (xxv) any other interests belonging to the United States (collectively, "Federal Interests") without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law;

71.

e. set cure amounts with respect to any Federal Interests;

f. require the United States to novate, approve, or otherwise consent to the transfer or assignment of any of the Federal Interests;

72.

g. constitute or be deemed an approval or consent by the United States;

h. waive, alter, or otherwise limit the United States' property rights;

73.

i. be construed as a compromise or settlement of any USG Claim;

74.

j. modify the scope of section 525 of the Bankruptcy Code; or

75.

k. waive any right, interest, dividends, or accruals on Plan distributions to which the United States is entitled under the Bankruptcy Code.

76.

77. In the event of an inconsistency or conflict between any provision of the Definitive Documents and any provision of this Confirmation Order, as to the United States, the provisions of this Confirmation Order and federal law shall govern. For the avoidance of doubt, the United States is not a Releasing Party and has not opted in to the releases set forth in the Plan.

78. **Provisions regarding TogetherHealth**. Notwithstanding anything to the contrary herein or any other Definitive Document, no later than the Effective Date of the Plan, the Debtors shall: (a) pay to CFCo, LLC, as assignee of TogetherHealth Insurance, LLC, and its Affiliates (collectively “TogetherHealth”) all accrued and unpaid amounts due and owing to TogetherHealth under the TogetherHealth Agreements (as defined below), including without limitation two million four hundred thousand dollars (\$2,400,000) due and owing as of July 10, 2026, pursuant to the Confidential Settlement, Release, and Payment Agreement dated as of December 5, 2025 (the “Settlement Agreement”), in immediately available funds pursuant to wire instructions provided by CFCo, LLC, and (b) cure all defaults, provide adequate assurance of future performance under, and assume in full all executory TogetherHealth Agreements, including without limitation the Settlement Agreement. Upon the Effective Date of the Plan, all obligations of the Debtors under the TogetherHealth Agreements shall be and become obligations of the Reorganized Debtors, including without limitation the obligation to pay CFCo, LLC, promptly when due all amounts owing to TogetherHealth thereunder. Nothing in the Plan or any other Definitive Document shall operate as a discharge, waiver, release or other impairment of any Claim of TogetherHealth, or CFCo, LLC, against any Debtor, Reorganized Debtor, or any other party. As used herein, “TogetherHealth Agreements” means any agreement between TogetherHealth and any Debtor, including without limitation the Master Services

Agreement dated as of October 16, 2017, any Statements of Work issued thereunder, the TogetherHealth Wind-Down Agreement dated as of August 3, 2022, and the Settlement Agreement, in each case as amended from time to time, and in each case whether or not “executory” within the meaning of the Bankruptcy Code.

79. **Headings.** Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

80. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

81. **Effect of Conflict.** This Confirmation Order supersedes any Bankruptcy Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern and control.

82. **Nonseverability.** This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with Article XII.K of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors’ (or Reorganized Debtors’) and Required Lenders’ consent; and (c) nonseverable and mutually dependent.

83. **First Day Relief.** Notwithstanding anything contained in this Confirmation Order, but subject to paragraph 163 of this Confirmation Order, the relief granted pursuant to the Bankruptcy Court's "first day" or "second day" orders, including without limitation, the Final Cash Collateral Order, shall remain in full force and effect in accordance with their terms through the Effective Date.

84. **Reporting.** Notwithstanding anything to the contrary in this Confirmation Order or the Plan, upon entry of this Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, shall have no obligation to provide any reports to any parties otherwise required under the "first" and "second" day orders entered in the Chapter 11 Cases, including the Cash Collateral Orders.

85. **Final Order.** For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by this Bankruptcy Court. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, this Confirmation Order is a "Final Order" within the meaning given to that term in the Plan and shall take effect immediately, be effective and enforceable immediately upon entry, and its provisions shall be self executing, and the period in which an appeal must be filed shall commence upon the entry of this Confirmation Order.

86. **Continued Effect of Stays and Injunctions.** Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court that is in existence on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date.

All injunctions or stays contained in the Plan or this Confirmation Order (including the Injunction) shall remain in full force and effect from and after the Effective Date in accordance with their terms.

87. **Retention of Jurisdiction.** The Bankruptcy Court may properly, and upon the Effective Date, to the full extent set forth in the Plan and otherwise consistent with applicable law and subject to the terms of applicable Plan Supplement documents, shall, retain jurisdiction over all matters arising out of, and related to, these Chapter 11 Cases, including (to the extent consistent with applicable law) the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code; *provided, however*, that consistent with Article VII of the Plan, the Reorganized Debtors may resolve any disputes with respect to the Allowed amount of a Holder's Claims through judicial means outside the jurisdiction of this Bankruptcy Court to the extent any such dispute cannot be resolved consensually.

Exhibit A

Plan

Exhibit B

Notice of Effective Date

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
GOHEALTH, INC., <i>et al.</i> , ¹	)	Case No. 26-10914 (TMH)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF (I) ENTRY OF THE
CONFIRMATION ORDER AND (II) OCCURRENCE OF EFFECTIVE DATE**

PLEASE TAKE NOTICE that on [●] [●], 2026, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement For, and Confirming, the Amended Joint Prepackaged Chapter 11 Plan of GoHealth, Inc. and Its Debtor Affiliates and (II) Granting Related Relief* [Docket No. [●]] (the “Confirmation Order”),² which approved the Disclosure Statement and confirmed the Plan of the above-captioned debtors and debtors in possession (the “Debtors”).

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [●], **2026**.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order, the Plan, and copies of all documents filed in these chapter 11 cases are available free of charge by visiting www.bankruptcy.angeiongroup.com/gohealth or by calling the Debtors’ restructuring information line at (877)-583-1578 (Toll-free from US / Canada) or +1 (332)-284-1398 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that the terms of the Confirmation Order and the Plan (which, for the avoidance of doubt, includes the Plan Supplement and all exhibits and documents related thereto) are binding upon the Debtors, the Reorganized Debtors, any and all Holders of Claims or Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan); all Entities that are parties to or are subject to the settlements,

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are: GoHealth, Inc. (3805); Blizzard Midco, LLC (3732); Connected Benefits, LLC (2162); e-TeleQuote Insurance, Inc. (2336); ETQ Holdings, LLC (8260); GoHealth Holdings, LLC (3653); GoHealth, LLC (5175); and Norvax, LLC (3063). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 222 West Merchandise Mart Plaza, Suite 1750, Chicago, Illinois 60654.

² Capitalized terms used but not defined herein have the meanings given to such terms in the *Amended Joint Prepackaged Chapter 11 Plan of GoHealth Inc. and Its Debtor Affiliates*, attached to the Confirmation Order as Exhibit A (the “Plan”).

compromises, releases, discharges, and injunctions described in the Plan; each Entity acquiring property under the Plan; and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

PLEASE TAKE FURTHER NOTICE that, in accordance with Article IV.B of the Plan, on the Effective Date, certain of the Debtors and other applicable parties engaged in a series of Restructuring Transactions, as set forth in the Restructuring Transactions Memorandum.

PLEASE TAKE FURTHER NOTICE THAT all final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court.

[Remainder of page intentionally left blank.]

Dated: [●], 2026

Wilmington, Delaware

/s/ *DRAFT*

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Proposed Co-Counsel for the Debtors and Debtors in Possession

Proposed Co-Counsel for the Debtors and Debtors in Possession



GoHealth Successfully Completes Financial Restructuring and Emerges Well Positioned for Future Success

Company moves forward in a position of strength and stability, focused on continuing to serve existing Medicare consumers and partners

Chicago – July 21, 2026 – GoHealth (“GoHealth” or the “Company”) today announced that it successfully completed its financial restructuring and emerged from Chapter 11 pursuant to its prepackaged plan of reorganization, confirmed by the U.S. Bankruptcy Court for the District of Delaware on July 21, 2026.

GoHealth emerges from its financial restructuring poised to maintain its position as a leading health insurance marketplace and Medicare-focused digital health company. With the support of new ownership, GoHealth is well positioned for future success and will continue serving its Medicare consumers and partners.

Chief Executive Officer Vijay Kotte said, "We are pleased to have successfully completed our expedited restructuring process, marking the beginning of a new chapter for GoHealth as a financially stronger company. With an improved capital structure, we'll have additional flexibility to build on our market-leading position and continue delivering for our Medicare consumers and partners. We are grateful to our new owners for their support and confidence in our business and future prospects."

As previously disclosed, the restructuring transitions ownership of the Company to certain of its lenders, reinstates the preferred equity of GoHealth, provides for payment in full of trade payables and other ordinary course obligations, and provides a cash payment to holders of GoHealth's equity, allowing the Company to protect critical relationships with customers and health insurance carriers for its go-forward business. In connection with emergence, GoHealth will operate as a private company.

Additional Information

Additional information regarding the financial restructuring is available from Donlin, Recano & Company, LLC, the claims and noticing agent retained by the Debtors, by: (a) writing via first-class mail, to Donlin, Recano & Company, LLC, c/o Angeion Group, 200 Vesey Street, 24th Floor, New York, NY 10281; (b) writing via electronic mail to ghiinfo@angeiongroup.com; or (c) calling the Debtors' restructuring hotline at +1-877-583-1578 (U.S./Canada, toll-free) or +1-332-284-1398 (International, toll). You may also obtain copies of any pleadings filed in these Chapter 11 cases (i) for a fee via PACER at <https://www.deb.uscourts.gov> or (ii) at no charge from Donlin, Recano & Company, LLC by accessing the Debtors' restructuring website at <https://www.bankruptcy.angeiongroup.com/gohealth>.

Advisors

Kirkland & Ellis LLP serves as legal counsel, and Alvarez & Marsal North America, LLC serves as restructuring advisor to GoHealth in connection with the Company's financial restructuring. Akin Gump Strauss Hauer & Feld LLP serves as legal counsel, and FTI Consulting, Inc. serves as financial advisor, to the lenders, along with Cahill Gordon & Reindel LLP and RPA Advisors, LLC, who serve as counsel and financial advisor, respectively, to a subset of the lenders.

About GoHealth

GoHealth is a leading health insurance marketplace and Medicare-focused digital health company whose purpose is to compassionately ensure consumers' peace of mind when making healthcare decisions so they can focus on living life. For many of these consumers, enrolling in a health insurance plan is confusing and difficult, and seemingly small differences

between health plans may lead to significant out-of-pocket costs or lack of access to critical providers and medicines. GoHealth's proprietary technology platform leverages modern machine-learning algorithms, powered by over two decades of insurance purchasing behavior, to reimagine the process of matching a health plan to a consumer's specific needs. Its unbiased, technology-driven marketplace coupled with highly skilled licensed agents has facilitated the enrollment of millions of consumers in Medicare plans since GoHealth's inception.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements are made in reliance upon the safe harbor provision of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts contained in this press release may be forward-looking statements. Statements regarding the Company's future success; relationships with customers and other parties; financial prospects; maintaining market positions; the potential benefits of the transactions contemplated by the plan of reorganization; and the potential effects of the transactions contemplated thereby on the Company's financial position, capital structure, outstanding debt, interest expense and business are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "predicts," "potential," "likely," "future" or "continue" or the negative of these terms or other similar expressions although not all forward-looking statements contain these identifying words. The forward-looking statements in this press release are only predictions, projections and other statements about future events that are based on current expectations and assumptions. Accordingly, we caution you that any such forward-looking statements are not guarantees of future events or performance and are subject to risks, assumptions and uncertainties that are difficult to predict. Although we believe that the expectations reflected in these forward-looking statements are reasonable as of the date made, actual results may prove to be materially different from the results expressed or implied by the forward-looking statements.

These forward-looking statements involve risks and uncertainties, both known and unknown, that may cause the Company's actual results to differ materially from those indicated in the forward-looking statements. Factors that could cause actual future events to differ materially from the forward-looking statements in this press release include, but are not limited to: the Company's ability to realize the intended benefits of the restructuring; the effects of the Chapter 11 cases on the Company and its various constituents, including vendors, suppliers, customers, health plans, brokers, employees and other business counterparties; the effects of the Chapter 11 cases on the Company's liquidity, cash flows, access to financing, financial condition and results of operations; risks related to the Company's indebtedness; employee attrition and the Company's ability to retain senior management and other key personnel; whether the Company's vendors, suppliers, customers, health plans, brokers and other business counterparties might lose confidence in the Company and seek to establish alternative commercial relationships; and increased administrative and legal costs related to the Chapter 11 cases.

These forward-looking statements speak only as of the date of this press release and are subject to a number of additional important factors that could cause actual results to differ materially from those in the forward-looking statements, including the factors described in the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and Quarterly Reports on Form 10-Q filed in 2026. You should read this press release and the documents that we reference herein completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.



Media Inquiries

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