UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2024

OR

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

For the transition period from _____ to _____

Commission File Number: **001-39390**



GoHealth, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**85-0563805**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
222 W Merchandise Mart Plaza, Suite 1750 **Chicago, Illinois**	**60654**
(Address of principal executive offices)	(Zip Code)

(312) 386-8200

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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	GOCO	The Nasdaq Global Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☒
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 30, 2024, the registrant had 10,130,625 shares of Class A common stock, $0.0001 par value per share, outstanding and 12,774,921 shares of Class B common stock, $0.0001 par value per share, outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). 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 Quarterly Report on Form 10-Q may be forward-looking statements. Statements regarding our future results of operations and financial position, business strategy and plans and objectives of management for future operations, including, among others, statements regarding our expected growth, future capital expenditures, debt service obligations, adoption and use of artificial intelligence technologies, the impact on our business from the acquisition of e-TeleQuote Insurance, Inc. ("e-TeleQuote") and our ability to successfully integrate e-TeleQuote's operations, technologies and employees into our business, are forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "aims," "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. The forward-looking statements in this Quarterly Report on Form 10-Q 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 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 speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of 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 "Summary Risk Factors," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 ("2023 Annual Report on Form 10-K"), our Quarterly Report on Form 10-Q for the first fiscal quarter ended March 31, 2024, our Quarterly Report on Form 10-Q for the second fiscal quarter ended June 30, 2024 and in our other filings with the Securities and Exchange Commission.

You should read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q 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.

CERTAIN DEFINITIONS AND KEY TERMS

As used in this Quarterly Report on Form 10-Q, unless the context otherwise requires:

- *"We," "us," "our," the "Company," "GoHealth"* and similar references refer to GoHealth, Inc., and unless otherwise stated, all of its direct and indirect subsidiaries, including GoHealth Holdings, LLC ("GHH, LLC").
- *"Blocker Company"* refers to an entity affiliated with Centerbridge that was an indirect owner of LLC Interests in GHH, LLC prior to the Transactions and is taxable as a corporation for U.S. federal income tax purposes.
- "*Blocker Shareholders*" refer to entities affiliated with Centerbridge, the owners of the Blocker Company prior to the Transactions, who exchanged their interests in the Blocker Company for shares of our Class A common stock and cash in connection with the consummation of the Transactions.
- "*Centerbridge*" refers to certain investment funds and other entities affiliated with CCP III Cayman GP Ltd., a Cayman Islands exempted company over which CCP III Cayman GP Ltd. has voting control (including any such fund or entity formed to hold shares of Class A common stock for the Blocker Shareholders).
- "*Continuing Equity Owners*" refer collectively to direct or indirect holders of LLC Interests and our Class B common stock immediately following consummation of the Transactions, including Centerbridge, NVX Holdings, our Founders, the Former Profits Unit Holders and certain executive officers, employees and other minority investors and their respective permitted transferees who may, following the consummation of our IPO, exchange at each of their respective options (subject in certain circumstances to time-based vesting requirements and certain other restrictions), in whole or in part from time to time, their LLC Interests (along with an equal number of shares of Class B common stock (and such shares shall be immediately cancelled)) for, at our election (determined solely by our independent directors (within the meaning of the listing rules of The Nasdaq Global Market (the "Nasdaq Rules") who are disinterested)), cash or newly-issued shares of our Class A common stock.

- "*Founders*" refer to Brandon M. Cruz, our Co-Founder and Co-Chairman of the Board of Directors and Clinton P. Jones, our Co-Founder and Co-Chairman of the Board of Directors.
- "*Former Profits Unit Holders*" refer collectively to certain of our directors and certain current and former officers and employees, in each case, who directly or indirectly held existing vested and unvested profits units, which were comprised of profits units that have time-based vesting conditions and profits units that have performance-based vesting conditions, of GHH, LLC pursuant to GHH, LLC's existing profits unit plan and who received LLC Interests in exchange for their profits units in connection with the Transactions. LLC Interests received in exchange for unvested profits units remain subject to their existing time-based vesting requirements. Profits units with performance-based vesting conditions fully vested as such conditions were met in connection with our IPO.
- *"GHH, LLC Agreement"* refers to GHH, LLC's amended and restated limited liability company agreement, as further amended, which became effective substantially concurrently with or prior to the consummation of our IPO.
- "*LLC Interests*" refer to the common units of GHH, LLC, including those that we purchased with a portion of the net proceeds from our IPO.
- *"LTV"* refers to the Lifetime Value of Commissions, which we define as aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints.
- *"Non-Encompass BPO Services"* refer to programs in which GoHealth-employed agents are dedicated to certain health plans and agencies we partner with outside of the Encompass operating model.
- "*Norvax*" refers to Norvax, LLC, a Delaware limited liability company and a subsidiary of GHH, LLC.
- "*NVX Holdings*" refers to NVX Holdings, Inc., a Delaware corporation that is controlled by the Founders.
- "*Transactions*" refer to our IPO and certain organizational transactions that were effected in connection with our IPO, and the application of the net proceeds therefrom.

GoHealth, Inc. is a holding company and the sole managing member of GHH, LLC, and its principal asset consists of LLC Interests.

NON-GAAP FINANCIAL MEASURES

Throughout this Quarterly Report on Form 10-Q, we use a number of non-GAAP financial measures. Non-GAAP financial measures are supplemental measures of our performance that are derived from our consolidated financial information, but which are not presented in our Condensed Consolidated Financial Statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). We define these non-GAAP financial measures as follows:

- *"Adjusted EBITDA"* represents, as applicable for the period, EBITDA as further adjusted for certain items discussed in Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations."
- *"Adjusted EBITDA Margin"* refers to Adjusted EBITDA divided by net revenues.
- *"EBITDA"* represents net income (loss) before interest expense, income tax expense (benefit) and depreciation and amortization expense.

We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures provide our stakeholders with useful information to help them evaluate our operating results by facilitating an enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons. Adjusted EBITDA is the primary financial performance measure used by management to evaluate the business and monitor the results of operations, as well as a basis for certain compensation programs sponsored by the Company. There are limitations to the use of the non-GAAP financial measures presented in this Quarterly Report on Form 10-Q. For example, our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for the most directly comparable financial measures prepared in accordance with GAAP and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of each of EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin to its most directly comparable GAAP financial measure are presented in the tables within Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of this Quarterly Report on Form 10-Q. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future periods, we may exclude similar items, may incur income and expenses similar to these excluded items and may include other expenses, costs and non-routine items.

KEY PERFORMANCE INDICATORS

Throughout this Quarterly Report on Form 10-Q, we use a number of key performance indicators used by management. We define these key performance indicators as follows:

- *“Direct Operating Cost of Submission”* is an operating metric that represents costs directly attributable to Submissions generated during a particular period and excludes costs that are indirect or fixed. Direct Operating Cost of Submission is comprised of the portion of the respective operating expenses for revenue share, marketing and advertising and consumer care and enrollment that are directly related to the Submissions generated in the particular period. Direct Operating Cost of Submission, most recently referred to as “Direct Cost of Submission,” reflects a name change only.

- *“Direct Operating Cost per Submission”* is an operating metric that represents the average performance of Submissions generated during a particular period. Direct Operating Cost per Submission refers to (x) Direct Operating Cost of Submission for a particular period divided by (y) the number of Submissions generated for such period. Direct Operating Cost per Submission, most recently referred to as “Direct Cost per Submission” reflects a name change only.

- *“Sales/Direct Operating Cost of Submission”* represents (x) the numerator of Sales per Submission, as defined below, divided by (y) Direct Operating Cost of Submission. Sales/Direct Operating Cost of Submission, most recently referred to as “Sales/Direct Cost of Submission” reflects a name change only.

- *“Sales per Submission”* is an operating metric that represents the average performance of Submissions generated during a particular period. Sales per Submission measures revenues only from the Submissions generated in the period and excludes items that are unrelated to such Submissions, including any impact of revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods. Sales per Submission equals (x) the sum of (i) agency revenues, comprised of the expected amount of initial commission revenue and any renewal commissions to be paid from the health plan partners on such placement as long as the policyholder remains with the same insurance product, as well as partner marketing and other revenue and (ii) non-agency revenues, comprised of the enrollment and engagement services for which cash is collected in advance or in close proximity to the point in time revenue is recognized, divided by (y) the number of Submissions generated for such period.

- *“Submission”* refers to either (i) a completed application with our licensed agent that is submitted to the health plan partner and subsequently approved by the health plan partner during the indicated period, excluding applications through our Non-Encompass BPO Services or (ii) a transfer by our agent to the health plan partner through the Encompass operating model during the indicated period.

Sales per Submission and Direct Operating Cost per Submission are key operating metrics used by management to understand the Company’s underlying financial performance and trends. For further discussion, see Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

ITEM 1. FINANCIAL STATEMENTS.

CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts, unaudited)

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
	2024	2023	2024	2023
Net revenues	118,292	132,037	409,762	457,974
Operating expenses:				
Revenue share	19,683	35,992	78,376	117,876
Marketing and advertising	45,270	39,416	136,049	124,428
Consumer care and enrollment	45,556	46,472	132,731	134,035
Technology	9,801	11,652	28,921	31,706
General and administrative	17,140	12,967	50,457	73,440
Amortization of intangible assets	23,514	23,514	70,542	70,543
Operating lease impairment charges	—	—	—	2,687
Total operating expenses	160,964	170,013	497,076	554,715
Income (loss) from operations	(42,672)	(37,976)	(87,314)	(96,741)
Interest expense	19,086	17,565	55,133	51,721
Gain on bargain purchase	(77,363)	—	(77,363)	—
Other (income) expense, net	250	771	332	739
Income (loss) before income taxes	15,355	(56,312)	(65,416)	(149,201)
Income tax (benefit) expense	(11)	(108)	(122)	(225)
Net income (loss)	15,366	(56,204)	(65,294)	(148,976)
Net income (loss) attributable to non-controlling interests	8,591	(32,294)	(36,857)	(86,945)
Net income (loss) attributable to GoHealth, Inc.	**$ 6,775**	**$ (23,910)**	**$ (28,437)**	**$ (62,031)**
Net income (loss) per share (Note 7):				
Net income (loss) per share of Class A common stock — basic	$ 0.58	$ (2.61)	$ (3.14)	$ (7.04)
Net income (loss) per share of Class A common stock — diluted	$ 0.46	$ (2.61)	$ (3.14)	$ (7.04)
Weighted-average shares of Class A common stock outstanding — basic	10,077	9,489	9,922	9,194
Weighted-average shares of Class A common stock outstanding — diluted	14,580	9,489	9,922	9,194

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in thousands, unaudited)

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
	2024	**2023**	**2024**	**2023**
Net income (loss)	$ 15,366	$ (56,204)	$ (65,294)	$ (148,976)
Other comprehensive income (loss):				
Foreign currency translation adjustments	20	143	(32)	189
Comprehensive income (loss)	15,386	(56,061)	(65,326)	(148,787)
Comprehensive income (loss) attributable to non-controlling interests	8,602	(32,212)	(36,875)	(86,836)
Comprehensive income (loss) attributable to GoHealth, Inc.	**$ 6,784**	**$ (23,849)**	**$ (28,451)**	**$ (61,951)**

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts, unaudited)

	Sep. 30, 2024	Dec. 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 35,527	$ 90,809
Accounts receivable, net of allowance for doubtful accounts of $2 in 2024 and $27 in 2023	6,862	250
Commissions receivable - current	270,383	336,215
Prepaid expense and other current assets	21,271	49,166
Total current assets	334,043	476,440
Commissions receivable - non-current	627,341	575,482
Operating lease ROU asset	20,449	21,995
Property, equipment, and capitalized software, net	30,418	26,843
Intangible assets, net	326,011	396,554
Other long-term assets	2,891	2,256
Total assets	**$ 1,341,153**	**$ 1,499,570**
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity		
Current liabilities:		
Accounts payable	15,285	17,705
Accrued liabilities	49,475	86,254
Commissions payable - current	80,899	118,732
Short-term operating lease liability	5,541	5,797
Deferred revenue	42,696	52,403
Current portion of long-term debt	65,000	75,000
Other current liabilities	23,075	14,122
Total current liabilities	281,971	370,013
Non-current liabilities:		
Commissions payable - non-current	177,023	203,255
Long-term operating lease liability	36,187	39,547
Deferred tax liabilities	24,995	—
Long-term debt, net of current portion	416,332	422,705
Other non-current liabilities	7,363	9,095
Total non-current liabilities	661,900	674,602
Commitments and Contingencies (Note 11)		
Series A redeemable convertible preferred stock — $0.0001 par value; 50 shares authorized; 50 shares issued and outstanding as of both September 30, 2024 and December 31, 2023. Liquidation preference of $53.7 million and $50.9 million as of September 30, 2024 and December 31, 2023, respectively.	52,023	49,302
Stockholders' equity:		
Class A common stock – $0.0001 par value; 1,100,000 shares authorized; 10,440 and 9,823 shares issued; 10,121 and 9,651 shares outstanding as of September 30, 2024 and December 31, 2023, respectively.	1	1
Class B common stock – $0.0001 par value; 615,980 and 616,018 shares authorized; 12,775 and 12,814 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively.	1	1
Preferred stock – $0.0001 par value; 20,000 shares authorized (including 50 shares of Series A redeemable convertible preferred stock authorized and 200 shares of Series A-1 convertible preferred stock authorized); 50 shares issued and outstanding as of both September 30, 2024 and December 31, 2023.	—	—
Series A-1 convertible preferred stock— $0.0001 par value; 200 shares authorized; no shares issued and outstanding as of both September 30, 2024 and December 31, 2023.	—	—
Treasury stock – at cost; 319 and 173 shares of Class A common stock as of September 30, 2024 and December 31, 2023, respectively.	(4,124)	(2,640)
Additional paid-in capital	665,020	654,059
Accumulated other comprehensive income (loss)	(141)	(127)
Accumulated deficit	(448,717)	(420,280)
Total stockholders' equity attributable to GoHealth, Inc.	212,040	231,014
Non-controlling interests	133,219	174,639
Total stockholders' equity	345,259	405,653
Total liabilities, redeemable convertible preferred stock and stockholders' equity	**$ 1,341,153**	**$ 1,499,570**

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

	Three months ended Sep. 30, 2024										
	Class A Common Stock		Class B Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at Jul. 1, 2024	**10,360**	**$ 1**	**12,780**	**$ 1**	**(302)**	**$ (3,975)**	**$ 662,347**	**$ (455,492)**	**$ (150)**	**$ 125,067**	**$ 327,799**
Net income (loss)								6,775		8,591	15,366
Issuance of Class A common shares related to share-based compensation plans	76	—					4				4
Share-based compensation expense							3,142				3,142
Foreign currency translation adjustments									9	11	20
Class A common shares repurchased for employee tax withholdings					(17)	(149)					(149)
Dividends accumulated on Series A redeemable convertible preferred stock							(923)				(923)
Forfeitures of Time-Vesting Units			(1)	—							—
Redemption of LLC Interests	4	—	(4)	—			450			(450)	—
Balance at Sep. 30, 2024	**10,440**	**$ 1**	**12,775**	**$ 1**	**(319)**	**$ (4,124)**	**$ 665,020**	**$ (448,717)**	**$ (141)**	**$ 133,219**	**$ 345,259**

	Three months ended Sep. 30, 2023										
	Class A Common Stock		Class B Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at Jul. 1, 2023	**9,499**	**$ 1**	**12,818**	**$ 1**	**(81)**	**$ (1,051)**	**$ 646,232**	**$ (395,144)**	**$ (125)**	**$ 210,845**	**$ 460,759**
Net income (loss)								(23,910)		(32,294)	(56,204)
Issuance of Class A common shares related to share-based compensation plans	208	—					6				6
Share-based compensation expense							2,173				2,173
Foreign currency translation adjustments									61	82	143
Class A common shares repurchased for employee tax withholdings					(76)	(1,372)					(1,372)
Dividends accumulated on Series A redeemable convertible preferred stock							(892)				(892)
Forfeitures of Time-Vesting Units			(1)	—							—
Redemption of LLC Interests	—	—	—	—			1,951			(1,951)	—
Balance at Sep. 30, 2023	**9,707**	**$ 1**	**12,817**	**$ 1**	**(157)**	**$ (2,423)**	**649,470**	**$ (419,054)**	**$ (64)**	**$ 176,682**	**$ 404,613**

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, unaudited)

Nine months ended Sep. 30, 2024

	Class A Common Stock		Class B Common Stock		Treasury Stock						
	Shares	Amount	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
Balance at Jan. 1, 2024	**9,823**	**$ 1**	**12,814**	**$ 1**	**(173)**	**$ (2,640)**	**$ 654,059**	**$ (420,280)**	**$ (127)**	**$ 174,639**	**$ 405,653**
Net income (loss)								(28,437)		(36,857)	(65,294)
Issuance of Class A common shares related to share-based compensation plans	581	—					450				450
Share-based compensation expense							8,688				8,688
Foreign currency translation adjustments									(14)	(18)	(32)
Class A common shares repurchased for employee tax withholdings					(146)	(1,484)				—	(1,484)
Dividends accumulated on Series A redeemable convertible preferred stock							(2,722)				(2,722)
Forfeitures of Time-Vesting Units			(3)	—							—
Redemption of LLC Interests	36	—	(36)	—			4,545			(4,545)	—
Balance at Sep. 30, 2024	**10,440**	**$ 1**	**12,775**	**$ 1**	**(319)**	**$ (4,124)**	**$ 665,020**	**$ (448,717)**	**$ (141)**	**$ 133,219**	**$ 345,259**

Nine months ended Sep. 30, 2023

	Class A Common Stock		Class B Common Stock		Treasury Stock						
	Shares	Amount	Shares	Amount	Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interest	Stockholders' Equity
Balance at Jan. 1, 2023	**8,963**	**$ 1**	**13,054**	**$ 1**	**(13)**	**$ (345)**	**$ 626,269**	**$ (357,023)**	**$ (144)**	**$ 273,640**	**$ 542,399**
Net income (loss)								(62,031)		(86,945)	(148,976)
Issuance of Class A common shares related to share-based compensation plans	510	—					456				456
Share-based compensation expense							15,298				15,298
Foreign currency translation adjustments									80	109	189
Class A common shares repurchased for employee tax withholdings					(144)	(2,078)					(2,078)
Dividends accumulated on Series A redeemable convertible preferred stock							(2,675)				(2,675)
Forfeitures of Time-Vesting Units			(3)	—							—
Redemption of LLC Interests	234	—	(234)	—			10,122			(10,122)	—
Balance at Sep. 30, 2023	**9,707**	**$ 1**	**12,817**	**$ 1**	**(157)**	**$ (2,423)**	**$ 649,470**	**$ (419,054)**	**$ (64)**	**$ 176,682**	**$ 404,613**

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

GOHEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands, unaudited)

	Nine months ended Sep. 30,	
	2024	**2023**
Operating Activities		
Net income (loss)	$ (65,294)	$ (148,976)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Share-based compensation	6,534	15,298
Depreciation and amortization	8,420	8,357
Amortization of intangible assets	70,542	70,543
Amortization of debt discount and issuance costs	7,319	2,397
Non-cash lease expense	2,907	3,080
Operating lease impairment charges	—	2,687
Gain on bargain purchase	(77,363)	—
Other non-cash items	(98)	(636)
Changes in assets and liabilities:		
Accounts receivable	(4,578)	(7,030)
Commissions receivable	104,570	135,636
Prepaid expenses and other assets	28,644	34,632
Accounts payable	(4,268)	(9,756)
Accrued liabilities	(44,227)	(6,676)
Deferred revenue	(9,708)	(7,775)
Commissions payable	(64,065)	(50,451)
Operating lease liabilities	(4,976)	(7,472)
Other liabilities	9,430	3,982
Net cash provided by (used in) operating activities	(36,211)	37,840
Investing Activities		
Acquisition of business, net	17,536	—
Purchases of property, equipment and software	(11,511)	(8,087)
Net cash provided by (used in) investing activities	6,025	(8,087)
Financing Activities		
Repayment of borrowings	(50,000)	(15,336)
Proceeds from borrowings	40,000	—
Debt issuance cost payments	(13,584)	—
Repurchase of shares to satisfy employee tax withholding obligations	(1,484)	(2,078)
Payment of preferred stock dividends	—	(2,675)
Proceeds from stock option exercises	4	70
Net cash provided by (used in) financing activities	(25,064)	(20,019)
Effect of exchange rate changes on cash and cash equivalents	(32)	189
Increase (decrease) in cash and cash equivalents	(55,282)	9,923
Cash and cash equivalents at beginning of period	90,809	16,464
Cash and cash equivalents at end of period	**$ 35,527**	**$ 26,387**
Supplemental Disclosure of Cash Flow Information		
Non-cash investing and financing activities:		
Purchases of property, equipment and software included in accounts payable	$ 154	$ 820

The accompanying Notes are an integral part of these Condensed Consolidated Financial Statements.

1. DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

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. With a widely scalable end-to-end platform and substantial presence in the Medicare landscape, the Company believes it is uniquely positioned as a trusted partner to the 65 million Medicare-eligible Americans, as well as the 11,000 Americans becoming eligible each day, as they navigate one of life's most important purchasing decisions. For many of these consumers, enrolling in a health insurance plan is confusing and difficult. Seemingly small differences between health plans may lead to significant out-of-pocket costs or lack of access to critical providers and medicines. GoHealth aims to simplify the process by offering education, comparison guidance, transparency and choice. This includes providing a large selection of leading health plan choices, advice informed by consumers' specific needs, transparency of health plan benefits and fit, assistance accessing available government subsidies and a high-touch consumer care team. GoHealth partners with health plans across the nation that provide access to high-quality health plans across all 50 states and the District of Columbia.

GoHealth primarily offers Medicare plans, including, but not limited to, Medicare Advantage, Medicare Supplement and prescription drug plans. Its 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. GoHealth's unbiased, technology-driven marketplace coupled with highly-skilled licensed agents has facilitated the enrollment of millions of consumers in Medicare plans since its inception. Health plan partners benefit from the GoHealth platform by gaining access to the large and rapidly growing Medicare-eligible population. The Company believes health plan partners utilize its large-scale data, technology and efficient marketing processes to maximize scale and reduce their cost of submission, compared to health plan partner-employed agent workforces.

The Company believes its streamlined, consumer-centric Encompass operating model drives both high-quality enrollments and a strong consumer experience. Through its consumer-centric approach, GoHealth aims to be a trusted, high-quality enrollment partner for both consumers and health plan partners.

Basis of Presentation and Significant Accounting Policies

The Company was incorporated in Delaware on March 27, 2020 for the purpose of facilitating an initial public offering (the "IPO") and other related transactions in order to carry on the business of GHH, LLC, a Delaware limited liability company, and its controlled subsidiaries (collectively, "GHH, LLC"). Following the IPO and pursuant to a reorganization into a holding company structure, the Company is a holding company and its principal asset is a controlling equity interest in GHH, LLC. As the sole managing member of GHH, LLC, the Company operates and controls all of the business and affairs of GHH, LLC, and through GHH, LLC and its subsidiaries, conducts its business. As a result, the Company consolidates GHH, LLC's financial results in its Condensed Consolidated Financial Statements and reports non-controlling interests for the economic interest in GHH, LLC held by the Continuing Equity Owners.

The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with GAAP for interim financial information, but do not include all information and footnote disclosures required under GAAP for annual financial statements. The accompanying Condensed Consolidated Financial Statements and related notes should be read in conjunction with the audited Consolidated Financial Statements and related notes included in the Company's 2023 Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission on March 14, 2024. In the opinion of management, the interim Condensed Consolidated Financial Statements include all adjustments, consisting only of normal recurring adjustments, necessary for the fair presentation of the Company's financial position, results of operations and cash flows as of the dates and for the periods presented. All intercompany transactions and balances are eliminated in consolidation.

"Consumer care and enrollment" on the Condensed Consolidated Statements of Operations, previously referred to as "customer care and enrollment" reflects a name change only and does not require any financial information to be reclassified from previous periods.

There have been no material changes to the Company's significant accounting policies from those disclosed in the notes to the Company's audited Consolidated Financial Statements as of and for the year ended December 31, 2023, which were included in the Company's 2023 Annual Report on Form 10-K.

Business Combinations

In accordance with ASC 805, *Business Combinations* (“ASC 805”), the Company accounts for all business combinations using the acquisition method of accounting. Under the acquisition method, the Company allocates the fair value of consideration transferred to the assets acquired and liabilities assumed based on their estimated fair values at the acquisition date. The excess of the fair value of consideration transferred over the fair value of the identified net assets acquired is recorded as goodwill. Conversely, a bargain purchase gain is recorded when the fair value of the identified net assets acquired exceeds the fair value of consideration transferred. Acquisition-related expenses are expensed as incurred.

See Note 14, “Acquisitions” for additional information regarding the Company’s business combinations.

Use of Estimates

The preparation of the Condensed Consolidated Financial Statements in conformity with GAAP requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the Condensed Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on historical experience and various other assumptions that management believes are reasonable under the circumstances, the results of which form the basis for making judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

Seasonality

The Medicare annual enrollment period (“AEP”) occurs from October 15th to December 7th. As a result, and in general, the Company experiences an increase in the number of Submissions during the fourth quarter and an increase in expense related to the Submissions during the third and fourth quarters. Additionally, as a result of the annual Medicare Advantage open enrollment period that occurs from January 1st to March 31st, Submissions are typically second-highest in the Company’s first quarter. The second and third quarters are known as special election periods, during which Submissions are typically lowest. A significant portion of the Company’s marketing and advertising expenses is driven by the number of health insurance applications submitted through GoHealth. Marketing and advertising expenses are generally higher in the fourth quarter during AEP, but because commissions from approved consumers are paid to the Company over time, operating cash flows could be adversely impacted by a substantial increase in marketing and advertising expenses as a result of a higher volume of Submissions during the fourth quarter or positively impacted by a substantial decline in marketing and advertising expenses as a result of lower volume of Submissions during the fourth quarter.

Segment Information

Operating segments are identified as components of an enterprise about which separate discrete financial information is available and reviewed regularly by the chief operating decision-maker (“CODM”). The Company’s CODM is its Chief Executive Officer, who reviews financial information together with certain operating metrics principally to make decisions about how to allocate resources and to measure the Company’s performance. The Company has one operating and reportable segment.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In October 2021, the Financial Accounting Standards Board (the “FASB”) issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers* (“ASU 2021-08”). ASU 2021-08 requires companies to apply guidance in ASC 606, *Revenue from Contracts with Customers*, to recognize and measure contract assets and contract liabilities from contracts with customers acquired in a business combination, and, thus, creates an exception to the general recognition and measurement principle in ASC 805. The Company adopted the standard on the required effective date beginning January 1, 2023 using a prospective transition method for business combinations occurring on or after the effective date. For more information about the Company’s acquisitions, refer to Note 14, “Acquisitions.”

Recent Accounting Pronouncements Not Yet Adopted

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* (“ASU 2023-07”), which aims to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The amendments in ASU 2023-07 do not change how a public entity identifies its operating segments, aggregates those operating segments or applies the quantitative thresholds to determine its reportable segments. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and for interim periods beginning after December 15, 2024, with early adoption permitted. The Company is currently assessing the impact on its related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"). ASU 2023-09 enhanced annual disclosures regarding the income tax rate reconciliation and income taxes paid information. ASU 2023-09 is effective for annual periods beginning after December 15, 2024 for public business entities and

annual periods beginning after December 15, 2025 for all other entities. The Company is currently assessing the impact on its related disclosures.

2. FAIR VALUE MEASUREMENTS

The Company defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques the Company uses to measure fair value maximize the use of observable inputs and minimize the use of unobservable inputs. The Company has applied the provisions of fair value accounting for purposes of computing the fair value of financial instruments for disclosure purposes as presented below.

Level 1 Inputs	Unadjusted quoted prices in active markets for identical assets or liabilities.
Level 2 Inputs	Unadjusted quoted prices in active markets for similar assets or liabilities; unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability.
Level 3 Inputs	Unobservable inputs for the asset or liability.

Fair Value Measurements

The carrying amount of certain financial instruments, including cash and cash equivalents, accounts receivable, unbilled receivables, accounts payable and accrued expenses approximate fair value due to the short maturity of these instruments. The carrying value of debt approximates fair value due to the variable nature of interest rates.

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in operating lease impairment charges of $2.7 million for the nine months ended September 30, 2023. The Company recorded no operating lease impairment charges for three and nine months ended September 30, 2024 and the three months ended September 30, 2023. The Company continues to evaluate its portfolio of properties, and thus it is possible that impairments could be identified in future periods, and such amounts could be material. The operating lease impairment charges reduce the carrying value of the associated right-of-use ("ROU") assets and leasehold improvements to the estimated fair values. The fair values are estimated using a discounted cash flows approach based on forecasted future cash flows expected to be derived from the property based on current sublease market rent, which is considered a level 3 input in the fair value hierarchy, and other key assumptions such as future sublease market conditions and the discount rate.

During the twelve months ended December 31, 2023, the Company recorded indefinite-lived intangible asset impairment charges of $10.0 million in connection with its indefinite-lived trade names. The Company recorded no indefinite-lived intangible asset impairment charges for the three and nine months ended September 30, 2024 and 2023. Determination of the fair value of the indefinite-lived trade names involves estimates and assumptions which are considered a level 3 input in the fair value hierarchy. For more information, refer to Note 3, "Intangible Assets, Net."

3. INTANGIBLE ASSETS, NET

Intangible Assets

Fourth Quarter 2023 Indefinite-Lived Intangible Asset Impairment Charges

In connection with its annual indefinite-lived impairment test performed as of November 30, 2023, the Company determined that the fair value of its indefinite-lived trade names no longer exceeded their carrying value. As a result, during the twelve months ended December 31, 2023, the Company recorded indefinite-lived intangible asset impairment charges of $10.0 million to write down the carrying value of the indefinite-lived trade names to their fair value of $73.0 million. Determination of fair value involves utilizing the relief-from-royalty under the income approach which contains significant estimates and assumptions including, among others, revenue projections as well as selecting appropriate royalty and discount rates, which are considered level 3 inputs in the fair value hierarchy. The indefinite-lived intangible asset impairment charge was a result of an increase in the discount rate driven by changes in forecast assumptions from the prior year. While the Company believes the judgments and assumptions are reasonable, different assumptions could change the estimated fair value and, therefore, additional impairments could be required. Weakening industry or economic trends, disruptions to the Company's business, changes in discount rate assumptions, unexpected significant changes or planned changes in the use of the assets or in the Company's entity structure are all factors which may adversely impact the assumptions used in the valuation.

There was no impairment of intangible assets for the three and nine months ended September 30, 2024 and 2023.

The gross carrying amounts, accumulated amortization and net carrying amounts of the Company's definite-lived amortizable intangible assets, as well as its indefinite-lived intangible trade names, are as follows:

(in thousands)	Sep. 30, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	$ 496,000	$ 357,829	$ 138,171
Customer relationships	232,000	117,160	114,840
Total intangible assets subject to amortization	**$ 728,000**	**$ 474,989**	**$ 253,011**
Indefinite-lived trade names			73,000
Total intangible assets			**$ 326,011**

(in thousands)	Dec. 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology	$ 496,000	$ 304,686	$ 191,314
Customer relationships	232,000	99,760	132,240
Total intangible assets subject to amortization	**$ 728,000**	**$ 404,446**	**$ 323,554**
Indefinite-lived trade names			73,000
Total intangible assets			**$ 396,554**

As of September 30, 2024, expected amortization expense related to intangible assets for each of the five succeeding years is as follows:

(in thousands)	Developed Technology	Customer Relationships	Total
Remainder of 2024	$ 17,714	$ 5,800	$ 23,514
2025	70,857	23,200	94,057
2026	49,600	23,200	72,800
2027	—	23,200	23,200
2028	—	23,200	23,200
Thereafter	—	16,240	16,240
Total	**$ 138,171**	**$ 114,840**	**$ 253,011**

4. LONG-TERM DEBT

The Company's debt consisted of the following:

(in thousands)	Sep. 30, 2024	Dec. 31, 2023
Term Loan Facilities	$ 452,796	$ 502,796
Revolving Credit Facilities	40,000	—
Less: Unamortized debt discount and issuance costs	(11,464)	(5,091)
Total debt	**$ 481,332**	**$ 497,705**
Less: Current portion of long-term debt	(65,000)	(75,000)
Total long-term debt	**$ 416,332**	**$ 422,705**

Future maturities of debt are $25.0 million of the Term Loan Facility due and payable during the fourth quarter of 2024, and $40.0 million of the Revolving Credit Facilities due and payable in 2025 upon maturity. The remaining balance of $416.3 million is subject to the Debt Refinancing described below.

Term Loan Facilities

During 2019, Norvax (the "Borrower") entered into a first lien credit agreement (as amended from time to time, the "Credit Agreement") which provided for, among other items as further described below, (i) $117.0 million of incremental term loans (the "Incremental Term Loan Facility"), (ii) a new class of incremental term loans (the "2021 Incremental Term Loans") in an aggregate principal amount equal to $310.0 million and (iii) a new class of incremental term loans (the "2021-2 Incremental Term Loans") in an aggregate principal amount equal to $100.0 million. The Company collectively refers to the Incremental Term Loan Facility, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans as the "Term Loan Facilities."

As of September 30, 2024, the Borrower had a principal amount of $99.5 million, $266.8 million and $86.5 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans, respectively. As of December 31, 2023, the Borrower had a principal amount of $110.4 million, $296.3 million and $96.1 million

outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans, respectively. Per Amendment No. 11 to the Credit Agreement ("Amendment No. 11"), as further described below, the Term Loan Facilities all bear interest at either (i) ABR plus 7.0% per annum or (ii) SOFR plus 8.0% per annum. Prior to August 31, 2024, the Term Loan Facilities all bore interest at either (i) ABR plus 6.5% per annum or (ii) SOFR plus 7.5% per annum. The effective interest rate of the Term Loan Facilities was 13.4% as of September 30, 2024 and 13.0% as of December 31, 2023.

On March 12, 2024, the Borrower entered into Amendment No. 11. Pursuant to Amendment No. 11, the Borrower repaid $50.0 million and $25.0 million in borrowings under the Term Loan Facilities in April 2024 and October 2024, respectively. The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is subject to the Debt Refinancing described below.

Revolving Credit Facilities

In addition to the Term Loan Facilities, the Credit Agreement provides for senior secured revolving credit facilities (collectively, the "Revolving Credit Facilities"). Prior to Amendment No. 11, the Revolving Credit Facilities were separated into two classes of revolving commitments consisting of Class A Revolving Commitments in the amount of $30.0 million (the "Class A Revolving Commitments") and Class B Revolving Commitments in the amount of $170.0 million (the "Class B Revolving Commitments"), each maturing on September 13, 2024. In connection with Amendment No. 11, each existing lender under the Class A Revolving Commitments and the Class B Revolving Commitments received the option to extend the maturity of their respective commitments through June 30, 2025. Under the terms of Amendment No. 11, the lenders consenting to the extension formed a new tranche of Class A Revolving Commitments (the "New Class A Revolving Commitments") and the non-consenting lenders remain part of the existing Class B Revolving Commitments (the "Remaining Class B Revolving Commitments"). Each consenting lender received a 50.0% commitment reduction, resulting in a total of $88.5 million available to the Borrower under the New Class A Revolving Commitments, with $23.0 million remaining available to the Borrower under the Remaining Class B Revolving Commitments. The New Class A Revolving Commitments mature on June 30, 2025 and bear interest at either ABR plus 5.5% per annum or SOFR plus 6.5% per annum. Amendment No. 11 also provides that if the Borrower undertakes a securitization transaction prior to the maturity of the New Class A Revolving Commitments, the New Class A Revolving Commitments will further be reduced by 50.0%. Prior to maturing on September 13, 2024, the Remaining Class B Revolving Commitments bore interest at either ABR plus 3.0% per annum or SOFR plus 4.0% per annum. After the Remaining Class B Revolving Commitments matured on September 13, 2024, the Revolving Credit Facilities included solely the New Class A Revolving Commitments.

The Borrower had $40.0 million outstanding under the Revolving Credit Facilities as of September 30, 2024 and no amounts outstanding under the Revolving Credit Facilities as of December 31, 2023. The Revolving Credit Facilities have a remaining capacity of $48.5 million and $200.0 million in the aggregate as of September 30, 2024 and December 31, 2023, respectively. The Borrower is required to pay a commitment fee of 0.5% per annum under the Revolving Credit Facilities.

The Borrower's obligations under the Term Loan Facilities and Revolving Credit Facilities are guaranteed by Blizzard Midco, LLC and certain of the Borrower's subsidiaries. All obligations under the Credit Agreement are secured by a first priority lien on substantially all of the assets of the Borrower, including a pledge of all of the equity interests of its subsidiaries. The Credit Agreement contains customary events of default and financial and non-financial covenants. In addition, Amendment No. 11 amended the Credit Agreement to, among other things, modify the financial covenant testing to be based on a Net Cash Leverage Ratio, as defined in Amendment No. 11, for reporting periods from December 31, 2023 and onwards. The Company is in compliance with all covenants as of September 30, 2024.

Debt Refinancing

On November 4, 2024, Blizzard Midco, LLC ("Blizzard Midco"), the Borrower and certain of their subsidiaries, entered into an Amendment and Restatement Agreement (the "Amendment and Restatement Agreement"), by and among Blizzard Midco, Borrower, each lender party thereto, Blue Owl Capital Corporation (the "Predecessor Agent") and Blue Torch Finance, LLC in its capacities as the administrative agent and collateral agent (as successor in interest to the Predecessor Agent) ("Blue Torch"), which amended and restated the Credit Agreement (the "Amended and Restated Credit Agreement").

The Amended and Restated Credit Agreement provides for a term loan facility in an aggregate principal amount of $475.0 million (the "New Term Loan Facility"), which full amount was borrowed by Borrower on November 4, 2024 (the "Effective Date"). The Amended and Restated Credit Agreement also provides for an additional revolving credit facility with a commitment amount of $35.0 million (the "Class A-1 Revolving Credit Facility"), which will be made available to the Borrower upon the termination of the existing Class A Revolving Commitments on or prior to June 30, 2025. The stated maturity date of the New Term Loan Facility is the five year anniversary of the Effective Date. The stated maturity date of the existing Class A Revolving Commitments is June 30, 2025 and the stated maturity date of the loans under the Class A-1 Revolving Credit Facility is November 4, 2029. The proceeds of the loans under the New Term Loan Facility (the "New Term Loans") were used to repay and refinance existing indebtedness under the Amended and Restated Credit Agreement, to pay interest, fees and expenses related to the foregoing and to pay related transaction costs. The proceeds of any loans under the Class A-1 Revolving Credit Facility, once available,

may be used to repay Class A Revolving Loans that remain outstanding on the maturity date of the Class A Revolving Commitments, to finance working capital needs and for general corporate purposes.

Blizzard Midco, the Borrower and certain other subsidiaries of the Company are guarantors of the Borrower's obligations under the Amended and Restated Credit Agreement. In addition, the obligations of the Borrower under the Amended and Restated Credit Agreement and the other loan documents delivered in connection therewith are secured by a first priority lien on substantially all of such guarantors' assets, including a pledge of all of the equity interests of each of their respective subsidiaries, in each case, subject to customary exceptions and limitations.

Upon requesting a borrowing under the Amended and Restated Credit Agreement, the Borrower may elect for either an ABR Borrowing (as defined in the Amended and Restated Credit Agreement) or a SOFR Borrowing (as defined in the Amended and Restated Credit Agreement). The borrowings under the Amended and Restated Credit Agreement comprising each ABR Borrowing will bear interest at (i) ABR *plus* (ii) a rate per annum equal to (a) 6.50% for any loans under the New Term Loan Facility or the Class A-1 Revolving Credit Facility or (b) 5.50% for any loans under the Class A Revolving Commitments on and after the Amendment No. 11 Effective Date (as defined in the Credit Agreement) or 6.25% for any New Term Loan Facility or Class A-1 Revolving Loan on or after the Class A Revolving Facility Termination Date (as defined in the Amended and Restated Credit Agreement) (provided no event of default has occurred and is continuing).

The borrowings under the Amended and Restated Credit Agreement comprising each SOFR Borrowing (as defined in the Amended and Restated Credit Agreement) will bear interest at (i) Adjusted Term SOFR for the interest period in effect for such borrowing, *plus* (ii) a rate per annum equal to (a) 7.50% for any loans under the New Term Loan Facility or the Class A-1 Revolving Credit Facility or (b) 6.50% for any Class A Revolving Loan on and after the Amendment No. 11 Effective Date or 7.25% for any New Term Loan Facility or Class A-1 Revolving Loan on or after the Class A Revolving Facility Termination Date (provided no event of default has occurred and is continuing).

Beginning on March 31, 2025, principal payments equal to 2.00% of the outstanding principal balance per annum of the New Term Loans will be paid in equal quarterly installments.

Undrawn amounts under the Class A Revolving Commitment continue to accrue a commitment fee at a rate per annum of 0.50% and undrawn amounts under the Class A-1 Revolving Credit Facility will accrue a commitment fee at a rate per annum of 1.00%, which will begin to accrue upon the termination of the Class A Revolving Commitments, in each case, payable in arrears on the last day of March, June, September and December of each year during the term of the applicable facility. In addition, undrawn amounts under any letters of credit issued under the Class A Revolving Commitment accrue participation fees, as well as a fronting fee payable to each issuing bank and other customary issuance and administration fees.

The Amended and Restated Credit Agreement contains customary covenants that, among other things, restrict the ability of the Borrower and its subsidiaries to incur additional indebtedness, incur additional liens, merge into or consolidate or amalgamate with any other person, make investments or acquisitions, sell assets, make dividends, distributions or other restricted payments, enter into transactions with affiliates, change the nature of its business, make accounting changes, or amend organizational documents.

The events of default under the Amended and Restated Credit Agreement include, among others, payment defaults, material breaches of representations or warranties, breaches of covenants, defaults under the related loan documents, cross defaults with certain other material indebtedness, bankruptcy and insolvency events, judgment defaults, certain events related to plans subject to the Employee Retirement Income Security Act of 1974, as amended, termination of or purported failure to create a valid and perfected lien on any material portion of collateral, cessation of any guarantees, change in control events and the extension by the Borrower of any loans under the Class A Revolving Commitments beyond June 30, 2025. The occurrence of an event of default could result in the termination of the lenders' commitments, the acceleration of the Borrower's obligations under the Amended and Restated Credit Agreement or the requirement to post cash collateral with respect to letters of credit.

In addition, the Amended and Restated Credit Agreement requires that the Borrower comply with certain financial maintenance covenants with respect to the Borrower's Total Cash Leverage Ratio (as defined in the Amended and Restated Credit Agreement), Contract Asset Balance Coverage Ratio (as defined in the Amended and Restated Credit Agreement) and Liquidity (as defined in the Amended and Restated Credit Agreement).

5. STOCKHOLDERS' EQUITY

In connection with the Company's IPO in July 2020, the Company's board of directors (the "Board of Directors") approved an amended and restated certificate of incorporation and amended and restated bylaws. The amended and restated certificate of incorporation authorizes the issuance of up to 1,100,000,000 shares of Class A common stock, 690,000,000 shares of Class B common stock and 20,000,000 shares of preferred stock, each having a par value of $0.0001 per share. The number of shares of Class B common stock authorized is reduced for redemptions and forfeitures as they occur.

The Company's amended and restated certificate of incorporation and the GHH, LLC Agreement require the Company and GHH, LLC at all times to maintain a one-to-one ratio between the number of shares of Class A common stock issued by the Company

and the number of LLC Interests owned by the Company, except as otherwise determined by the Company. Additionally, the Company's amended and restated certificate of incorporation and the GHH, LLC Agreement require that the Company and GHH, LLC at all times maintain a one-to-one ratio between the number of shares of Class B common stock owned by the Continuing Equity Owners and their respective permitted transferees and the number of LLC Interests owned by the Continuing Equity Owners and their respective permitted transferees, except as otherwise determined by the Company. Only the Continuing Equity Owners and the permitted transferees of Class B common stock are permitted to hold shares of Class B common stock. Shares of Class B common stock are transferable for shares of Class A common stock only together with an equal number of LLC Interests.

Holders of shares of the Company's Class A common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Each share of Class B common stock entitles its holders to one vote per share on all matters presented to the Company's stockholders generally. Holders of shares of Class B common stock will vote together with holders of the Company's Class A common stock as a single class on all matters presented to the Company's stockholders for their vote or approval, except for certain amendments to the Company's amended and restated certificate of incorporation or as otherwise required by applicable law or the amended and restated certificate of incorporation. Holders of the Class B common stock are not entitled to participate in any dividends declared by the Board of Directors. Under the terms of the Company's amended and restated certificate of incorporation, the Company's Board of Directors is authorized to direct the Company to issue shares of preferred stock in one or more series without stockholder approval. The Company's Board of Directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The Continuing Equity Owners may, subject to certain exceptions, from time to time at each of their options require GHH, LLC to redeem all or a portion of their LLC Interests in exchange for, at the Company's election (determined by at least two of the Company's independent directors who are disinterested), newly-issued shares of Class A common stock on a one-for-one basis, or to the extent there is cash available from a secondary offering, a cash payment equal to a volume weighted average market price of one share of the Company's Class A common stock for each LLC Interest so redeemed, in each case, in accordance with the terms of the GHH, LLC Agreement.

The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. Non-controlling interest represents the economic interest in GHH, LLC held directly or indirectly by the Continuing Equity Owners. The non-controlling interest holders' weighted average ownership percentages for the three and nine months ended September 30, 2024 were 55.9% and 56.3%, respectively. The non-controlling interest holders' weighted average ownership percentages for the three and nine months ended September 30, 2023 were 57.5% and 58.5%, respectively.

Upon the Company's dissolution or liquidation, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, holders of Class A common stock and Class B common stock will be entitled to receive ratable portions of the Company's remaining assets available for distribution; provided, that the holders of Class B common stock shall not be entitled to receive more than $0.0001 per share of Class B common stock and upon receiving such amount, shall not be entitled to receive any of the Company's other assets or funds with respect to such shares of Class B common stock.

Redeemable Convertible Preferred Stock

On September 23, 2022 (the "Closing Date"), the Company issued 50,000 shares of the Company's Series A Convertible Perpetual Preferred Stock (the "Issuance"), par value $0.0001 per share (the "Series A redeemable convertible preferred stock"), to Anthem Insurance Companies, Inc. and GH 22 Holdings, Inc. (the "Purchasers") for an aggregate purchase price of $50.0 million, at $1,000 per share of the Series A redeemable convertible preferred stock.

The Company is authorized to issue 20,000,000 shares of preferred stock with a par value of $0.0001 per share as of both September 30, 2024 and December 31, 2023, which had not been designated to any specific classes of preferred stock prior to the Closing Date. On the Closing Date, the Company designated and authorized the issuance of 50,000 shares under the Series A redeemable convertible preferred stock and 200,000 shares under the Series A-1 Convertible Non-Voting Perpetual Preferred Stock (the "Series A-1 convertible preferred stock").

The Series A redeemable convertible preferred stock ranks senior to the shares of the Company's Class A common stock and Class B common stock with respect to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company. The Series A redeemable convertible preferred stock has an initial liquidation preference of $1,000 per share, which shall increase by accumulated quarterly dividends that are not paid in cash ("compounded dividends"). Dividends on each share of Series A redeemable convertible preferred stock shall accrue at an annual rate equal to 7%. Holders of Series A-1 convertible preferred stock are only entitled to dividends if the Company declares such dividends. For the three and nine months ended September 30, 2024, the Company accrued $0.9 million and $2.7 million, respectively, of dividends relating to the Series A redeemable convertible preferred stock that were not paid in cash. The accrued dividends are included in temporary equity on the Condensed Consolidated Balance Sheets. For the three and nine months

ended September 30, 2023, the Company paid in cash $0.9 million and $2.7 million, respectively, of dividends relating to the Series A redeemable convertible preferred stock.

The Series A redeemable convertible preferred stock is convertible in full at the option of the holders into the number of shares of Class A common stock equal to the quotient of (a) the sum of (i) the liquidation preference (reflecting increases for compounded dividends) plus (ii) the accrued dividends with respect to each share of convertible preferred stock as of the applicable conversion date divided by (b) the conversion price ($9.60 as of September 30, 2024 and subject to adjustment based on certain changes to the Company's Class A common stock) as of the applicable conversion date. Notwithstanding the foregoing, a holder of Series A redeemable convertible preferred stock may elect to receive upon conversion, in lieu of the shares of Class A common stock otherwise deliverable, one share of Series A-1 convertible preferred stock for every 1,000 shares of Class A common stock otherwise deliverable upon conversion. The Series A-1 convertible preferred stock will be essentially a substitute for the Class A common stock in the form of non-voting preferred stock.

The terms of the Series A redeemable convertible preferred stock and Series A-1 convertible preferred stock contain certain anti-dilution adjustments. Subject to certain conditions, at any time after the third anniversary of the Closing Date, if the volume weighted average price per share of Class A common stock on The Nasdaq Global Market is equal to or greater than 150.0% of the then-applicable conversion price for each of at least twenty (20) trading days, whether or not consecutive, in any period of thirty (30) consecutive trading days ending on and including the trading day immediately before the Company provides the holders with notice of its election to convert all or a portion of the Series A redeemable convertible preferred stock into the relevant number of shares of Class A common stock or Series A-1 convertible preferred stock (at the election of the holder), the Company may elect to convert all or a portion of the Series A redeemable convertible preferred stock into the relevant number of shares of Class A common stock or Series A-1 convertible preferred stock.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the holders of shares of Series A-1 convertible preferred stock (if issued upon conversion of the Series A redeemable convertible preferred stock) will be entitled, out of assets legally available therefor, and subject to the rights of the holders of any senior stock (including the Series A redeemable convertible preferred stock) or parity stock (including the Class A and Class B common stock) and the rights of the Company's existing and future creditors, to receive an aggregate amount per share equal to 1,000 (as may be adjusted) times the aggregate amount to be distributed per share to holders of shares of Class A common stock. Each holder of a whole share of Series A-1 convertible preferred stock (if issued upon conversion of the Series A redeemable convertible preferred stock) shall be entitled to receive when, as and if declared by the Company's Board of Directors out of funds legally available for the purpose, an amount per share equal to 1,000 (as may be adjusted) times the aggregate per share amount of all cash dividends, and 1,000 (as may be adjusted) times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Class A common stock or a subdivision of the outstanding shares of Class A common stock (by reclassification or otherwise), declared on each share of Class A common stock since the first issuance of any share of Series A-1 convertible preferred stock. Each holder of Series A-1 convertible preferred stock (if issued upon conversion of the Series A redeemable convertible preferred stock) will have the right, at such holder's option, to convert in full each share of such holder's Series A-1 convertible preferred stock at such time into the number of shares of Class A common stock based upon a conversion ratio of 1,000 shares of Class A common stock for each share of Series A-1 convertible preferred stock (such ratio being subject to adjustment).

Under the Certificate of Designations, holders of the Series A redeemable convertible preferred stock are entitled to vote with the holders of the Class A common stock on an as-converted basis on all matters submitted to a vote of the holders of the Class A common stock. Notwithstanding the foregoing: (1) the lead Purchaser's voting rights shall not exceed 9.99% of the voting rights associated with the issued and outstanding shares of capital stock of the Company at any time; and (2) the voting rights of the Purchasers holding Series A redeemable convertible preferred stock, voting on an as-converted basis with the holders of the Class A common stock and the holders of any other class or series of capital stock of the Company then entitled to vote, shall be capped at the maximum amount that would not result in requiring stockholder approval for the exercise of such voting rights pursuant to the Nasdaq Rules. The Series A-1 convertible preferred stock is not entitled to vote with the Class A common stock on matters submitted to a vote of the holders of the Class A common stock and will have no voting rights except as required by applicable law.

In addition, holders of the preferred stock are entitled to a separate class vote with respect to, among other things, amendments to the Company's organizational documents that materially, adversely and disproportionately affect the Series A redeemable convertible preferred stock, authorizations or issuances by the Company of securities that are senior to or pari passu with the Series A redeemable convertible preferred stock and issuing any debt security (for the avoidance of doubt, excluding any draws under the Company's Existing Credit Agreement referenced in the Certificate of Designations), if the Company's Consolidated Total Net Debt (as defined in the Certificate of Designations) following such action would exceed four times the Company's Consolidated EBITDA (as defined in the Certificate of Designations) for the Company's most recently completed four consecutive fiscal quarters.

At any time following the fifth anniversary of the Closing Date, the Company may redeem the Series A redeemable convertible preferred stock, in whole or in part, for a per share amount in cash equal to the liquidation preference (reflecting increases for compounded dividends) thereof plus all accrued dividends as of the applicable redemption date. Upon certain change of control

events involving the Company, (i) a holder of the Series A redeemable convertible preferred stock may, so long as such payment would not otherwise result in a breach of, or event of default under, then-existing credit agreements, indentures or other financing arrangements, require the Company to purchase and (ii) subject to a holder's right to convert its shares of Series A redeemable convertible preferred stock into Class A common stock or Series A-1 convertible preferred stock at the then-current conversion price, the Company may elect to purchase, all or a portion of such holder's shares of Series A redeemable convertible preferred stock that have not been so converted, in each case at a purchase price per share of Series A redeemable convertible preferred stock, payable in cash, equal to (i) if the change of control effective date occurs at any time prior to the fifth anniversary of the Closing Date, 160.0% of a Purchaser's original investment amount and (ii) if the change of control effective date occurs on or after the fifth anniversary of the Closing Date, the liquidation preference (reflecting increases for compounded dividends) of such share of Series A redeemable convertible preferred stock plus the accrued dividends in respect of such share of Series A redeemable convertible preferred stock as of the change of control purchase date.

The Purchasers have entered into a customary registration rights agreement with respect to shares of Class A common stock held by the Purchasers issued upon any future conversion of the Series A redeemable convertible preferred stock or Series A-1 convertible preferred stock.

In connection with the Issuance, the Company, as the managing member of GHH, LLC, caused GHH, LLC (i) to issue to the Company, in exchange for the proceeds from the Issuance, Series A preferred units and (ii) to authorize another series of preferred units, in each case having an aggregate liquidation preference and having terms substantially economically equivalent to the aggregate liquidation preference and the economic terms of the Series A redeemable convertible preferred stock and the Series A-1 convertible preferred stock, respectively, and entered into Amendment No. 2 to the GHH, LLC Agreement to effectuate the same.

The Company classifies the Series A redeemable convertible preferred stock and Series A-1 convertible preferred stock outside of permanent equity as temporary equity since the redemption of such shares is not solely within the Company's control. The Company does not remeasure the redeemable convertible preferred stock because it is not currently redeemable and not probable of becoming redeemable. The redeemable convertible preferred stock was recorded at fair value upon issuance, net of issuance costs of $1.6 million.

6. SHARE-BASED COMPENSATION PLANS

The following table summarizes share-based compensation expense (benefit) by operating function for the periods presented:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
(in thousands)	2024	2023	2024	2023
Marketing and advertising	$ 75	$ 149	$ 203	$ 378
Consumer care and enrollment	189	519	841	1,847
Technology	293	676	780	2,365
General and administrative[1]	2,302	(1,889)	4,710	11,569
Total share-based compensation expense (benefit)	**$ 2,859**	**$ (545)**	**$ 6,534**	**$ 16,159**

(1) For the three and nine months ended September 30, 2024 and 2023, share-based compensation expense (benefit) includes expense (benefit) related to the stock appreciation rights ("SARs"), which are liability classified awards.

7. NET INCOME (LOSS) PER SHARE

Basic income (loss) per share is computed by dividing net income (loss) attributable to common stockholders by the weighted-average number of shares of Class A common stock outstanding during the period. Diluted loss per share is computed giving effect to all potentially dilutive shares.

A reconciliation of the numerator and denominator used in the calculation of basic and diluted net income (loss) per share of Class A common stock is as follows:

(in thousands, except per share amounts)	Three months ended Sep. 30, 2024	Three months ended Sep. 30, 2023	Nine months ended Sep. 30, 2024	Nine months ended Sep. 30, 2023
Numerator:				
Net income (loss)	$ 15,366	$ (56,204)	$ (65,294)	$ (148,976)
Less: Net income (loss) attributable to non-controlling interests	8,591	(32,294)	(36,857)	(86,945)
Net income (loss) attributable to GoHealth, Inc.	6,775	(23,910)	(28,437)	(62,031)
Less: Dividends accumulated on redeemable convertible preferred stock	923	892	2,722	2,675
Net income (loss) attributable to common stockholders - basic	5,852	(24,802)	(31,159)	(64,706)
Effect of dilutive securities:				
Add: Dividends accumulated on redeemable convertible preferred stock	923	—	—	—
Net income (loss) attributable to common stockholders - diluted	6,775	(24,802)	(31,159)	(64,706)
Denominator:				
Weighted-average shares of Class A common stock outstanding—basic	10,077	9,489	9,922	9,194
Effect of dilutive securities:				
Equity awards	424	—	—	—
Redeemable convertible preferred stock	4,079	—	—	—
Weighted-average shares of Class A common stock outstanding—dilutive	14,580	9,489	9,922	9,194
Net loss per share of Class A common stock—basic	**$ 0.58**	**$ (2.61)**	**$ (3.14)**	**$ (7.04)**
Net loss per share of Class A common stock—dilutive	**$ 0.46**	**$ (2.61)**	**$ (3.14)**	**$ (7.04)**

The following number of shares were excluded from the calculation of diluted income (loss) per share of Class A common stock because the effect of including such potentially dilutive shares would have been antidilutive:

(in thousands)	Sep. 30, 2024	Sep. 30, 2023
Equity awards	2,479	2,125
Redeemable convertible preferred stock	3,989	3,873
Class B common stock	12,775	12,817

Shares of Class B common stock do not share in earnings and are not participating securities. Accordingly, separate presentation of loss per share of Class B common stock under the two-class method has not been presented. Shares of Series A redeemable convertible preferred stock are not participating securities as holders receive a contractual dividend. Accordingly, separate presentation of loss per share of Series A redeemable convertible preferred stock under the two-class method has not been presented.

8. INCOME TAXES

The Company is taxed as a corporation for income tax purposes and is subject to federal, state and local taxes on the income allocated to it from GHH, LLC based upon the Company's economic interest in GHH, LLC. The Company is the sole managing member of GHH, LLC and, as a result, consolidates the financial results of GHH, LLC. GHH, LLC is a limited liability company taxed as a partnership for income tax purposes and the subsidiaries of GHH, LLC are limited liability companies for income tax purposes except for a foreign subsidiary, which is treated as a foreign disregarded entity. As a partnership, GHH, LLC does not pay any federal income taxes, as income or loss is included in the tax returns of the individual members. Prior to April 1, 2023, certain of the Company's wholly-owned entities were taxed as corporations and subject to federal and state income taxes in the jurisdictions in which they operated. Additionally, the Company's foreign subsidiary is subject to foreign income taxes in the jurisdiction in which it operates. The accruals for such taxes are included in the Condensed Consolidated Financial Statements.

The Company's effective tax rate for the three and nine months ended September 30, 2024 was (0.07)% and 0.19%, respectively. The Company's effective tax rate for the three and nine months ended September 30, 2023 was 0.19% and 0.15%, respectively. The effective tax rate for each period is lower than the statutory tax rate primarily due to the effect of loss entities for which the Company excludes from its annual effective tax rate calculation and loss attributable to non-controlling interests.

Tax Receivable Agreement

In connection with the IPO, the Company entered into a Tax Receivable Agreement with GHH, LLC, the Continuing Equity Owners and the Blocker Shareholders that will provide for the payment by the Company to the Continuing Equity Owners and the Blocker Shareholders of 85% of the amount of tax benefits, if any, that the Company actually realizes (or in some circumstances is deemed to realize). The amounts payable under the Tax Receivable Agreement will vary depending upon a

number of factors, including the amount, character and timing of the taxable income of the Company in the future. As of both September 30, 2024 and December 31, 2023 the liability related to the Tax Receivable Agreement was $0.8 million. Should the Company determine that any additional Tax Receivable Agreement liability is considered probable at a future date based on new information, any changes will be recorded within earnings at that time.

9. REVENUE

Revenue Recognition for Variable Consideration

The Company's variable consideration includes the expected amount of initial commissions received from the health plan partners and any renewal commissions to be paid on such placement as long as the policyholder remains with the same insurance product, also known as the total estimated LTV of the policy. The consideration is variable based on the estimated amount of time a policy will remain in force, which is based on historical experience or health plan partner experience to the extent available, industry data and expectations as to future retention rates. Additionally, the Company considers the application of a constraint and only recognizes the amount of variable consideration that it believes is probable that it will be entitled to receive and will not be subject to a significant revenue reversal in the future.

On a quarterly basis, the Company re-estimates LTV at a vintage level for outstanding vintages, which takes into account cash received as compared to the original estimates and reviews and monitors changes in the data used to estimate LTV. Changes in LTV may result in an increase or a decrease to revenue and a corresponding change to commissions receivable. The Company analyzes these differences and to the extent the Company believes differences in the estimates are indicative of a change to prior period LTVs, the Company will adjust revenue for the affected vintages at the time such determination is made and when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. For the three and nine months ended September 30, 2024 and 2023, the Company recorded no revenue adjustments.

Disaggregation of Revenue

The table below depicts the disaggregation of revenue and is consistent with how the Company evaluates its financial performance:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
(in thousands)	2024	2023	2024	2023
Medicare Revenue				
Agency Revenue				
Commission Revenue[(1)]	$ 77,868	$ 76,579	$ 228,154	$ 261,513
Partner Marketing and Other Revenue	14,408	21,300	47,926	71,619
Total Agency Revenue	92,276	97,879	276,080	333,132
Non-Agency Revenue	24,377	33,510	130,723	106,586
Total Medicare Revenue	116,653	131,389	406,803	439,718
Other Revenue				
Non-Encompass BPO Services Revenue	—	—	—	9,322
Other Revenue	1,639	648	2,959	8,934
Total Other Revenue	1,639	648	2,959	18,256
Total Net Revenues	**$ 118,292**	**$ 132,037**	**$ 409,762**	**$ 457,974**

(1) Commission revenue excludes commissions generated through the Company's Non-Encompass BPO Services as well as from the sale of individual and family plan insurance products.

Medicare Revenue: The primary services provided by the Company relate to the sale and administration of Medicare insurance products through either the agency model or the non-agency model. The agency model refers to the commission revenue and partner marketing and other revenue the Company receives when GoHealth agents or the Company's independent network of outsourced agents, or external agents, enroll the consumer and submit the policy application to the health plan partner, becoming the agent of record. The Company recognizes commission revenue from the sale of insurance products at the point when health plan partners approve an insurance application produced by the Company. The Company records as commission revenue the expected amount of initial commissions received from the health plan partners and any renewal commissions to be paid on such placement as long as the policyholder remains with the same insurance product, which represents the LTV it expects to receive for selling the product after the health plan partner approves an application. As part of its estimation process, the Company constrains revenue such that the amount of revenue recognized is the amount the Company believes is probable will not result in a significant reversal in the future. The Company is also compensated by its health plan partners for providing marketing services over a predetermined measurement period, which the Company records as partner marketing and other revenue. The Company recognizes these revenues over the measurement period as insurance applications produced by the

Company are generated. The Company generally gets paid a fixed fee per application, with the amount of variable consideration resolved within 90 days of the application.

Non-agency revenue refers to services provided by the Company that support enrollment and engagement activities in which the Company is not the agent of record. The non-agency model moves away from the agency structure in that cash is collected in advance or in close proximity to the point in time revenue is recognized. Non-agency revenue includes enrollment and engagement services through Encompass Connect and Encompass Engage. Encompass Connect is designed to provide enrollment related services to participating partners. The Company is compensated for generating and transferring leads to the health plan partners, at which time the health plan partner representative will enroll and submit the application, becoming the agent of record. Revenue is recognized at the point in time the lead is transferred, with the amount of variable consideration generally resolved within 90 days of when the related policy effectuates. The Company does not receive commissions or fees on subsequent renewals generated from the transferred leads. Encompass Engage includes post-enrollment member outreach and engagement services, including facilitating an onboarding experience customized to a member's plan and health needs. The Company recognizes Encompass Engage revenue at the point in time that the service is provided based on member retention and providing post-enrollment services.

Other Revenue: Other revenue is comprised of Non-Encompass BPO Services, which refers to programs in which GoHealth-employed agents are dedicated to certain health plans and agencies the Company partners with outside of the Encompass operating model. These services include commission revenue and partner marketing and other revenue that is directly attributable to Non-Encompass BPO Services. The remaining revenue relates primarily to revenue generated from the sale of individual and family plan insurance products and ancillary services.

Contract Assets and Liabilities

The Company records contract assets and contract liabilities from contracts with customers as it relates to commissions receivable, commissions payable and deferred revenue. Commissions receivable represents estimated variable consideration for commissions to be received from health plan partners for performance obligations that have been satisfied. Commissions payable represents estimated commissions to be paid to the Company's external partners.

The Company had unbilled receivables for performance-based enrollment fees and non-agency revenue, as well as prepaid expenses for revenue share, as of September 30, 2024 and December 31, 2023 of $7.2 million and $36.0 million, respectively, which are recorded in prepaid expenses and other current assets on the Condensed Consolidated Balance Sheets. In addition, the Company had accrued payments for revenue share as of September 30, 2024 and December 31, 2023 of $10.3 million and $14.8 million, respectively, which are recorded in accrued liabilities on the Condensed Consolidated Balance Sheets. There are no other contract assets or contract liabilities recorded by the Company.

Deferred revenue includes amounts collected for partner marketing services and non-agency revenue in advance of the Company satisfying its performance obligations for such customers. The decrease in deferred revenue during the nine months ended September 30, 2024 compared to December 31, 2023 was primarily due to less cash received as of September 30, 2024 compared to December 31, 2023 for marketing, administrative and enrollment fees in advance of performing such services that the Company expects to satisfy within the next twelve months. During the three months ended September 30, 2024, the Company recognized revenue that was recorded in deferred revenue on the Condensed Consolidated Balance Sheets at the beginning of the respective fiscal year of $7.6 million. During the three months ended September 30, 2023, the Company recognized no revenue that was recorded in deferred revenue on the Condensed Consolidated Balance Sheets at the beginning of the respective fiscal year. During the nine months ended September 30, 2024 and 2023, the Company recognized revenue that was recorded in deferred revenue on the Condensed Consolidated Balance Sheets at the beginning of the respective fiscal year of $51.1 million and $45.3 million, respectively.

Commissions Receivable

Commissions receivable activity is summarized as follows:

	Nine months ended Sep. 30,	
(in thousands)	**2024**	**2023**
Beginning balance	$ 911,697	$ 1,031,433
Commission revenue[(1)]	231,479	266,393
Cash receipts	(336,054)	(402,116)
Allowance for credit loss	77	43
Acquisition of business	$ 90,525	$ —
Ending balance	**$ 897,724**	**$ 895,753**
Less: Commissions receivable - current	270,383	285,922
Commissions receivable - non-current	$ 627,341	$ 609,831

(1) Commission revenue includes commissions generated through the Company's Non-Encompass BPO Services as well as from the sale of individual and family plan insurance products.

The Company's contracts with health plan partners expose it to credit risk because a financial loss could be incurred if the counterparty does not fulfill its financial obligation. While the Company is exposed to credit losses due to the potential non-performance of its counterparties, the Company considers this risk to be remote. The Company estimates the allowance for credit losses using available information from internal and external sources related to historical experiences, current conditions and forecasts. Estimates of loss are determined by using historical collections data as well as historical information obtained through research and review of other peer companies. The estimated exposure of default is determined by applying these internal and external factors to the commission receivable balances. The Company estimates the maximum credit risk in determining the commissions receivable amount recorded on the Condensed Consolidated Balance Sheets.

Significant Customers

The following table presents health plan partners representing 10% or more of the Company's total net revenues for the periods indicated:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
	2024	2023	2024	2023
Humana	31.7 %	44.1 %	23.6 %	40.6 %
United	25.9 %	19.8 %	20.5 %	20.2 %
Elevance Health	18.2 %	19.9 %	19.5 %	18.3 %
Centene	10.0 %	6.6 %	9.4 %	7.2 %
Aetna	6.3 %	5.8 %	20.8 %	5.8 %

Concentration of Credit Risk

The Company does not require collateral or other security in granting credit. As of September 30, 2024, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 72.7%, or $8.5 million, of the combined total. As of December 31, 2023, three customers each represented 10% or more of the Company's total accounts receivable and unbilled receivables and, in aggregate, represented 88.3%, or $32.1 million, of the combined total. Unbilled receivables are included in prepaid expense and other current assets on the Condensed Consolidated Balance Sheets.

10. LEASES

The Company has entered into operating agreements with lease periods expiring between 2025 and 2032. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Components of lease expense are as follows, all recorded within operating expenses in the Condensed Consolidated Statement of Operations:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
(in thousands)	2024	2023	2024	2023
Operating lease cost	1,859	1,831	5,806	5,879
Short-term lease cost[1]	9	14	46	47
Variable lease cost[2]	55	604	326	858
Sublease income	(689)	(396)	(1,865)	(1,181)
Total net lease expense	**$ 1,234**	**$ 2,053**	**$ 4,313**	**$ 5,603**

(1) Includes costs related to leases, which at the commencement date, have a lease term of 12 months or less.
(2) Includes costs incurred by the Company for the right to use an underlying asset that vary because of changes in facts or circumstances occurring after the commencement date, other than the passage of time.

As part of the Company's continued cost savings initiatives, the Company is actively looking to terminate or sublease certain office spaces and call centers. These actions resulted in operating lease impairment charges of $2.7 million for the nine months ended September 30, 2023. The Company recorded no operating lease impairment charges for the three and nine months ended September 30, 2024 and the three months ended September 30, 2023. Refer to Note 2, "Fair Value Measurements" for further details.

As of September 30, 2024, future minimum lease payments for operating leases consisted of the following:

(in thousands)	Operating Leases
Remainder of 2024	$ 1,990
2025	9,357
2026	8,162
2027	8,260
2028	7,296
Thereafter	20,693
Total lease payments	**$ 55,758**
Less: Imputed interest	(14,030)
Present value of lease liabilities	**$ 41,728**

Supplemental cash flow information related to leases are as follows:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
(in thousands)	2024	2023	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from operating leases	$ 2,216	$ 3,075	$ 7,659	$ 10,123
Non-cash activity:				
Operating lease assets obtained in exchange for new lease obligations[1]	$ 1,361	$ 6,735	$ 1,361	$ 6,735

(1) For the three and nine months ended September 30, 2024, the Company recognized operating lease assets arising from operating leases of an acquiree. Refer to Note 14, "Acquisitions" for more information. For the three and nine months ended September 30, 2023, the Company entered into a lease agreement for its corporate headquarters in Chicago, Illinois, which commenced on July 5, 2023.

The weighted average remaining operating lease term and discount rate are as follows:

	Sep. 30,	
	2024	2023
Weighted average remaining lease term	6.6 years	7.2 years
Weighted average discount rate	9.2 %	8.9 %

11. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

In September 2020, three purported securities class action complaints were filed in the U.S. District Court for the Northern District of Illinois against the Company, certain of its officers and directors, and certain underwriters, private equity firms and investment vehicles alleging that the Registration Statement filed in connection with the IPO was negligently prepared and, as a result, contained untrue statements of material fact, omitted material facts necessary to make the statements contained therein not misleading and failed to make necessary disclosures required under the rules and regulations governing its preparation, including the Securities Act of 1933 (the "Securities Class Action"). Compensatory damages and reasonable costs and expenses incurred in the Securities Class Action were sought by the plaintiffs. On December 10, 2020, the court in the earliest filed action consolidated the three complaints, appointed lead plaintiffs and lead counsel for the consolidated action, and captioned the consolidated action "In re GoHealth, Inc. Securities Litigation." On February 25, 2021, lead plaintiffs filed a consolidated complaint. In December 2023, the parties notified the court that they had reached an agreement in principle to settle the Securities Class Action. On February 7, 2024, the plaintiffs filed an application with the court seeking preliminary approval of the parties' proposed settlement, which application was granted by the court on February 27, 2024. The terms of the parties' settlement agreement are contained in the settlement documents filed with the court on February 7, 2024. On May 22, 2024, the Court granted its final approval of the settlement, fully resolving the Securities Class Action.

On May 19, 2021, a derivative action (the "Derivative Action") was filed in the U.S. District Court for the Northern District of Illinois, purportedly on behalf of the Company and against certain of the Company's officers and directors, alleging breaches of fiduciary duty and other claims, based on substantially the same factual allegations as in the Securities Class Action. On June 6, 2022, the Derivative Action was stayed pursuant to the parties' stipulation. The settlement in the Securities Class Action will not resolve the Derivative Action. The Company is contesting the Derivative Action, but may pursue settlement negotiations, as it deems appropriate.

Although outcomes of unresolved cases are uncertain until final disposition, the Company establishes an accrual for such matters when a loss is deemed to be probable and reasonably estimable. The Company previously disclosed that it recorded a $12.0 million accrual for the Securities Class Action and the Derivative Action. On March 13, 2024, the Company paid $10.5

million toward the Securities Class Action settlement. This payment was the remaining amount of the retention amount for which the Company was responsible under its applicable directors' and officers' liability insurance policies. The Company does not expect to make any further contribution to the settlement amount in the Securities Class Action. The remaining settlement amount was paid by the Company's insurance carriers under the applicable insurance policies and pursuant to the terms of the approved settlement.

12. RELATED PARTY TRANSACTIONS

The Company is party to various lease agreements with 214 W Huron LLC, 220 W Huron Street Holdings LLC, 215 W Superior LLC and Wilson Tech 5, LLC, each of which is controlled by significant stockholders of the Company, to lease its former corporate offices in Chicago, Illinois and offices in Lindon, Utah. The Company pays rent, operating expenses, maintenance and utilities under the terms of the leases. For the three and nine months ended September 30, 2024, the Company made aggregate lease payments of $1.3 million and $4.3 million, respectively. For the three and nine months ended September 30, 2023, the Company made aggregate lease payments of $1.5 million and $4.5 million, respectively. The lease agreement with 214 W Huron LLC expired during the nine months ended September 30, 2024.

13. RESTRUCTURING COSTS

During the second and third quarters of fiscal year 2022, the Company implemented restructuring initiatives as part of its strategic transformation to drive efficiency and optimize costs. On June 3, 2022, the Board of Directors approved the separation and replacement of key management roles, including Chief Operating Officer, Chief Financial Officer, Chief Strategy Officer and President. On August 9, 2022, the Company eliminated 828 full-time positions, representing approximately 23.7% of the workforce, primarily within the consumer care and enrollment group. The majority of the restructuring charges incurred relate to employee termination benefits and will be settled in cash through the first quarter of 2025. The restructuring activities related to this plan were materially complete as of December 31, 2022. The Company evaluates restructuring charges in accordance with ASC 420 *Exit or Disposal Cost Obligations* and ASC 712 *Compensation—Nonretirement Post-Employment Benefits*.

The Company incurred no restructuring and other related charges during the three and nine months ended September 30, 2024 and 2023.

The following table provides the changes in the Company's restructuring and other related charges that will be settled in cash, included in accrued liabilities on the Condensed Consolidated Balance Sheets:

	Nine months ended Sep. 30,	
(in thousands)	2024	2023
Beginning balance	$ 645	$ 2,083
Charges incurred	—	—
Cash paid	(558)	(1,138)
Ending balance	**$ 87**	**$ 945**

14. ACQUISITIONS

On September 30, 2024 (the "Acquisition Date"), the Company completed the acquisition of e-TeleQuote Insurance, Inc. ("e-TeleQuote"), a health insurance marketplace that helps Medicare beneficiaries compare Medicare Advantage and Medicare Supplement plans and enroll in the plan that is right for them. The acquisition increases the Company's agent base without the need for further hiring, thus expanding its operational capacity.

The Company obtained control of e-TeleQuote through two steps, which are accounted for as a single transaction under the acquisition method under ASC 805. On August 30, 2024, e-TeleQuote Holdings, LLC ("Subscriber"), a wholly-owned subsidiary of the Company, entered into a Purchase & Subscription Agreement (the "Subscription Agreement"), by and between Subscriber and e-TeleQuote. Pursuant to the Subscription Agreement, on September 30, 2024 the Subscriber subscribed for and acquired newly issued shares of e-TeleQuote's common stock representing approximately 18.9% of e-TeleQuote's outstanding common stock post-acquisition. On the Acquisition Date, e-TeleQuote's former parent company irrevocably and permanently surrendered and relinquished all rights in e-TeleQuote without receipt of consideration. As a result, the Company obtained a 100% equity interest in e-TeleQuote.

The Company obtained control of e-TeleQuote without the transfer of consideration. On the Acquisition Date, the Company recognized a gain on bargain purchase of $77.4 million, which is included in the line item "Gain on bargain purchase" in the Condensed Consolidated Statements of Operations. The gain represents the excess of the acquisition-date fair value of the net assets acquired over the acquisition-date fair value of the consideration transferred. The Company determined the gain on bargain purchase is appropriate as the seller's board of directors previously authorized the abandonment of the seller's ownership in e-TeleQuote with a target date of September 30, 2024.

During the measurement period of up to one year from the Acquisition Date, the Company will record adjustments identified, if any, to the acquisition-date fair values of assets acquired and liabilities assumed with the corresponding offset to gain on bargain purchase. Upon the conclusion of the measurement period, any subsequent adjustments will be included in the Company's Condensed Consolidated Statements of Operations.

The following table summarizes the preliminary estimated fair values of the assets acquired and liabilities assumed on the Acquisition Date:

(in thousands)	September 30, 2024
Cash and cash equivalents	$ 17,536
Accounts receivable	2,013
Commissions receivable - current	17,200
Prepaid expense and other current assets	1,293
Commissions receivable - non-current	73,325
Operating lease ROU asset	1,361
Other long-term assets	198
Property, plant and equipment, net	329
Total identifiable assets acquired	**113,255**
Accounts payable	1,695
Accrued liabilities	7,448
Short-term operating lease liability	318
Long-term operating lease liability	1,042
Deferred tax liabilities	25,000
Other non-current liabilities	389
Total liabilities assumed	**35,892**
Net identifiable assets acquired	**77,363**
Gain on bargain purchase	(77,363)
Net assets acquired	**$ —**

The Company incurred acquisition-related costs of $0.9 million during the three and nine months ended September 30, 2024 for legal fees and other professional services which were expensed as incurred and included in general and administrative expenses in the Condensed Consolidated Statements of Operations.

The results of operations of e-TeleQuote since the Acquisition Date have been included in the Company's Condensed Consolidated Financial Statements. e-TeleQuote contributed no revenue or net income to the Company's consolidated results for the three and nine months ended September 30, 2024.

Supplemental Pro Forma Financial Information

The following table presents certain unaudited pro forma financial information for the combined entity as if the e-TeleQuote acquisition occurred on January 1, 2023. The unaudited pro forma financial information for the periods presented is provided for illustrative purposes only and is not necessarily indicative of the historical results of operations had the acquisition occurred on January 1, 2023, nor is it indicative of the results of operations in future periods.

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
(in thousands)	2024	2023	2024	2023
Net revenues	$ 121,275	$ 145,473	$ 432,045	$ 505,010
Net income (loss)	$ 12,065	$ (60,725)	$ (87,653)	$ (158,689)

The unaudited pro forma financial information is based on estimates and assumptions that have been made solely for purposes of developing such unaudited pro forma information. These pro forma amounts include the impact of certain pro forma adjustments related to (i) acquisition-related costs, (ii) amortization of the acquiree's intangible assets before the Acquisition Date and (iii) impairment charges related to the acquiree's intangible assets and goodwill before the Acquisition Date. The impact of other pro forma adjustments are not material.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITIONS AND RESULTS OF OPERATIONS.

This section presents management's perspective on our financial condition and results of operations. The following discussion and analysis is intended to highlight and supplement data and information presented elsewhere in this Quarterly Report on Form 10-Q, including the Condensed Consolidated Financial Statements and related Notes, and should be read in conjunction with the accompanying tables. To the extent that this discussion describes prior performance, the descriptions relate only to the periods listed, which may not be indicative of our future financial outcomes. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause results to differ materially from management's expectations. Factors that could cause such differences are discussed in the section titled "Cautionary Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q, and the sections titled "Cautionary Note Regarding Forward-Looking Statements," "Summary Risk Factors" and "Risk Factors" in our 2023 Annual Report on Form 10-K. The risks and uncertainties described in our 2023 Annual Report on Form 10-K are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially adversely affect our business, financial condition, or results of operations. We assume no obligation to update any of these forward-looking statements.

Unless otherwise noted, all dollars are in thousands. In certain cases, numbers and percentages in the tables below may not foot due to rounding.

Overview

We are 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. With a widely scalable end-to-end platform and substantial presence in the Medicare landscape, we believe we are uniquely positioned as a trusted partner to the 65 million Medicare-eligible Americans, as well as the 11,000 Americans becoming eligible each day, as they navigate one of life's most important purchasing decisions. For many of these consumers, enrolling in a health insurance plan is confusing and difficult. Seemingly small differences between health plans may lead to significant out-of-pocket costs or lack of access to critical providers and medicines. We aim to simplify the process by offering education, comparison guidance, transparency and choice. This includes providing a large selection of leading health plan choices, advice informed by consumers' specific needs, transparency of health plan benefits and fit, assistance accessing available government subsidies and a high-touch consumer care team. We partner with health plans across the nation that provide access to high quality health plans across all 50 states and the District of Columbia.

Update on Business Trends and Strategy

GoHealth has evolved from a traditional Medicare enrollment company to a Medicare engagement company, focusing on forging high-quality relationships with our consumers. This shift emphasizes a more integrated and interactive approach to consumer care and reflects how our Encompass operating model, which is now operating at scale with all key health plan partners, puts the consumer at the center of all our activities including how we market, support enrollment activities, provide administrative services, utilize our proprietary technology and ultimately deliver a high-quality solution to those we serve. We believe our end-to-end Encompass model offers a differentiated way for Medicare beneficiaries to navigate the complex Medicare Advantage plan selection process and begin to utilize their new plan benefits with greater confidence.

The Encompass operating model supports all Medicare services, including agency and non-agency revenue. Agency revenue refers to the commission revenue and partner marketing and other revenue we receive when GoHealth's internal agents or our external agents enroll the consumer and submit the policy application to the health plan partner, becoming the agent of record. Non-agency revenue refers to services we provide that support enrollment and engagement activities in which GoHealth is not the agent of record. During the second quarter of 2023 we began offering these enrollment and engagement services to our external agents, which we refer to as our vConnect program. The non-agency model moves away from the agency structure in that cash is collected in advance or in close proximity to the point in time revenue is recognized.

The enrollment and engagement services offered through our non-agency model are strategically designed to enhance the consumer experience, reflecting our focus on building trusted, long-term relationships with our consumers. Non-agency revenue slightly decreased from 25.5% of total Medicare revenue for the three months ended September 30, 2023 to 20.9% of total Medicare revenue for the three months ended September 30, 2024. The shift from non-agency to agency revenue is a result of changing carrier mix within the non-agency channel. Non-agency revenue increased from 24.2% of total Medicare revenue for the nine months ended September 30, 2023 to 32.1% of total Medicare revenue during the nine months ended September 30, 2024. The mix of agency and non-agency contracts is dependent on the plans most suitable for the consumers we serve and is impacted by changing market dynamics as further described below.

We continue to refine our Encompass operating model through investments in technology. Last year, we introduced PlanFit CheckUp, utilizing analytics from nearly thirty million consumer touchpoints and machine learning to help our licensed agents accurately match consumers with the best Medicare plans for their needs. PlanFit CheckUp enables consumers to regularly assess the appropriateness of their current plan through a data-driven customized process, guided by the trusted expertise of a

licensed GoHealth agent. In addition to further developing PlanFit Checkups, we are investing in technologies like Customer 360. Customer 360 provides a unified view of the consumer across every touchpoint to ensure high-quality, personalized service at every point of the consumer journey.

This year, driven by artificial intelligence and automation, we are focusing on streamlining processes and improving call handle times. As part of this effort, we launched Encompass Express, an enhanced, consumer-centric operating model built on the foundation of our original Encompass workflow. Encompass Express includes streamlined scripting and hand-offs, utilizing technology-driven standardization and automation to deliver efficiency and enhance the consumer experience while maintaining quality.

In the 2023 Medicare annual enrollment period ("AEP") we observed a unique set of market dynamics where for the first time in recent years the health plan partners on average made very little change to benefits, with many reducing benefits for the average Medicare consumer. As a result, we observed higher shopping but lower switching. In response to these observed market dynamics we enhanced our targeted marketing efforts to identify consumers in need of new health plan options.

The introduction in April 2024 of the Centers for Medicare and Medicaid Services ("CMS") final rate notice on commissions for the 2025 plan year and the Final 2025 Marketing Rule (the "CMS Final Rule") has implications for Medicare Advantage plans, potentially affecting benefit structures and necessitating more dynamic consumer shopping behaviors during the upcoming AEP. We continue to enhance our targeted marketing efforts to help health plan partners achieve targeted growth in specific markets and products. As the landscape becomes more complex, we believe GoHealth's role as a reliable guide becomes increasingly critical. We are analyzing the implications of the CMS Final Rule with our health plan partners and closely monitoring its effects on the Medicare landscape, including as it may relate to availability of special enrollment periods for special needs plans. Further discussion of how changes and developments in the laws and regulations governing the health insurance markets in the U.S. could materially affect our business, operating results, financial condition and qualified prospects is included under the heading "Item 1A. Risk Factors" in our 2023 Annual Report on Form 10-K.

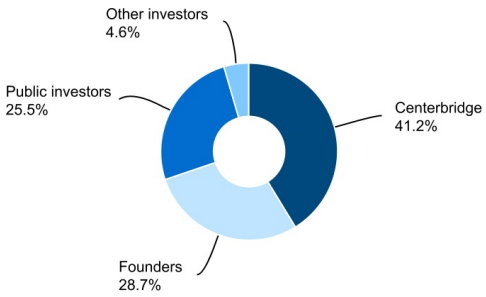
On September 30, 2024, we completed the acquisition of e-TeleQuote Insurance, Inc. ("e-TeleQuote"), a health insurance marketplace that helps Medicare beneficiaries compare Medicare Advantage and Medicare Supplement plans and enroll in the plan that is right for them. The addition of e-TeleQuote expands our agent capacity, allowing us to meet the high demand for Medicare Advantage shopping without the need for further hiring, thus optimizing our customer acquisition efforts. Through the integration of e-TeleQuote's licensed agents into our independent network of external agents, we believe we are well-positioned to leverage this expanded agent base, strengthening our market position and expanding our capacity to deliver high-quality consumer experiences.

Additionally, the Company made the strategic decision to exit its Non-Encompass BPO Services, or services in which we dedicate certain agents to specific health plan partners and agencies outside of the Encompass model, to focus on our core business. The exit was completed during the second quarter of 2023. Non-Encompass BPO Services contributed no revenue during the three months ended September 30, 2023. During the nine months ended September 30, 2023, Non-Encompass BPO Services contributed $9.3 million of net revenues.

Ownership

GoHealth, Inc. is the sole managing member of GHH, LLC. Although we have a minority economic interest in GHH, LLC, we have the sole voting interest in, and control of the business and affairs of, GHH, LLC and its direct and indirect subsidiaries. As a result, GoHealth, Inc. consolidates GHH, LLC and records significant non-controlling interest in a consolidated entity in GoHealth, Inc.'s Condensed Consolidated Financial Statements for the economic interest in GHH, LLC held directly or indirectly by the Continuing Equity Owners. The weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. The non-controlling interest holders' weighted average ownership percentage for the three and nine months ended September 30, 2024 was 55.9% and 56.3%, respectively. The non-controlling interest holders' weighted average ownership percentages for the three and nine months ended September 30, 2023 were 57.5% and 58.5%, respectively.

The percentage ownership of total shares of Class A and Class B common stock issued and outstanding as of September 30, 2024, is as follows:



The percentage of ownership noted above is inclusive of only Class A and Class B common stock issued and outstanding. It does not include the Series A redeemable convertible preferred stock or the impact of any conversion of such, should a conversion occur. For more information on the Series A redeemable convertible preferred stock, please refer to Note 5, “Stockholders' Equity” of the Notes to the Condensed Consolidated Financial Statements.

GoHealth, Inc. is subject to U.S. federal, state and local income taxes with respect to our allocable share of any taxable income of GHH, LLC and is taxed at the prevailing corporate tax rates. In addition to tax expenses, we also incur expenses related to our status as a public company, plus payment obligations under the Tax Receivable Agreement (“TRA”), which could be significant. We intend to cause GHH, LLC to make distributions to us in an amount sufficient to allow us to pay these expenses and fund any payments due under the TRA.

Results of Operations

The following is our consolidated results of operations for the three and nine months ended September 30, 2024 and 2023:

(in thousands)	Three months ended Sep. 30, 2024	Three months ended Sep. 30, 2023	Nine months ended Sep. 30, 2024	Nine months ended Sep. 30, 2023
Net revenues	**118,292**	**132,037**	**409,762**	**457,974**
Operating expenses:				
Revenue share	19,683	35,992	78,376	117,876
Marketing and advertising	45,270	39,416	136,049	124,428
Consumer care and enrollment	45,556	46,472	132,731	134,035
Technology	9,801	11,652	28,921	31,706
General and administrative	17,140	12,967	50,457	73,440
Amortization of intangible assets	23,514	23,514	70,542	70,543
Operating lease impairment charges	—	—	—	2,687
Total operating expenses	**160,964**	**170,013**	**497,076**	**554,715**
Income (loss) from operations	(42,672)	(37,976)	(87,314)	(96,741)
Interest expense	19,086	17,565	55,133	51,721
Gain on bargain purchase	(77,363)	—	(77,363)	—
Other (income) expense, net	250	771	332	739
Income (loss) before income taxes	**15,355**	**(56,312)**	**(65,416)**	**(149,201)**
Income tax (benefit) expense	(11)	(108)	(122)	(225)
Net income (loss)	**15,366**	**(56,204)**	**(65,294)**	**(148,976)**
Net income (loss) attributable to non-controlling interests	8,591	(32,294)	(36,857)	(86,945)
Net income (loss) attributable to GoHealth, Inc.	**$ 6,775**	**$ (23,910)**	**$ (28,437)**	**$ (62,031)**
Net Income (Loss) Margin	13.0 %	(42.6)%	(15.9)%	(32.5)%
Non-GAAP financial measures:				
EBITDA	$ 60,860	$ (12,482)	$ 68,679	$ (18,580)
Adjusted EBITDA	$ (12,106)	$ (11,475)	$ 2,479	$ 18,091
Adjusted EBITDA Margin	(10.2)%	(8.7)%	0.6 %	4.0 %

The following is our net revenues for the three and nine months ended September 30, 2024 and 2023:

	Three months ended Sep. 30, 2024	2023	$ Change	% Change
Net Revenues	$ 118,292	$ 132,037	$ (13,745)	(10.4)%
	Nine months ended Sep. 30, 2024	2023	$ Change	% Change
	$ 409,762	$ 457,974	$ (48,212)	(10.5)%

The decrease for the three months ended September 30, 2024 compared to the prior year period was primarily attributable to a shift from non-agency to agency revenue as a result of changing carrier mix within the non-agency channel. Within agency revenue, there was a decline in LTV rates due to lower persistency, as well as a decrease in partner marketing and other revenue, which includes the marketing services GoHealth provides to its health plan partners. The decrease for the nine months ended September 30, 2024 compared to the prior year period was primarily attributable to a decrease in agency revenue driven by a decline in Submissions generated by our external agents. The decrease was further attributable to a decline in LTV rates due to lower persistency, as well as a decrease in revenues associated with the strategic decision to exit our Non-Encompass BPO Services, which was completed during the second quarter of 2023. The decrease was partially offset by an increase in non-agency revenue.

The following are our key components of operating expenses and results thereof for the three and nine months ended September 30, 2024 and 2023:

Revenue share

Three months ended Sep. 30,				% of Net Revenues	
2024	2023	$ Change	% Change	2024	2023
$ 19,683	$ 35,992	$ (16,309)	(45.3)%	16.6%	27.3%
Nine months ended Sep. 30,				**% of Net Revenues**	
2024	2023	$ Change	% Change	2024	2023
$ 78,376	$ 117,876	$ (39,500)	(33.5)%	19.1%	25.7%

The decreases for both the three and nine months ended September 30, 2024 compared to the prior year periods were primarily driven by a decrease in Submissions generated by our external agents, which decreased the amount of expense we recognized pursuant to our revenue-sharing agreements with our external partners. The decreases were partially offset by increases in expense recognized pursuant to the revenue-sharing components of our vConnect program, which launched during the second quarter of 2023 but did not operate at full scale until the beginning of the 2023 AEP.

Marketing and advertising expense

Three months ended Sep. 30,				% of Net Revenues	
2024	2023	$ Change	% Change	2024	2023
$ 45,270	$ 39,416	$ 5,854	14.9 %	38.3%	29.9%
Nine months ended Sep. 30,				**% of Net Revenues**	
2024	2023	$ Change	% Change	2024	2023
$ 136,049	$ 124,428	$ 11,621	9.3 %	33.2%	27.2%

The increases for the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to an increase in our marketing and advertising spend to generate more qualified prospects, which contributed to an increase in Submissions generated by our internal agents. The increases were partially offset by the decline in payments to our external marketing partners driven by a decline in Submissions generated by our external agents.

Consumer care and enrollment

Three months ended Sep. 30,				% of Net Revenues	
2024	2023	$ Change	% Change	2024	2023
$ 45,556	$ 46,472	$ (916)	(2.0)%	38.5%	35.2%
Nine months ended Sep. 30,				**% of Net Revenues**	
2024	2023	$ Change	% Change	2024	2023
$ 132,731	$ 134,035	$ (1,304)	(1.0)%	32.4%	29.3%

The slight decreases for the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to a reduced agent headcount and the realization of strategic cost saving initiatives.

Technology expense

Three months ended Sep. 30,				% of Net Revenues	
2024	2023	$ Change	% Change	2024	2023
$ 9,801	$ 11,652	$ (1,851)	(15.9)%	8.3%	8.8%
Nine months ended Sep. 30,				**% of Net Revenues**	
2024	2023	$ Change	% Change	2024	2023
$ 28,921	$ 31,706	$ (2,785)	(8.8)%	7.1%	6.9%

The decreases for both the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to reduced headcounts in our technology support functions.

General and administrative expense

Three months ended Sep. 30,				% of Net Revenues	
2024	2023	$ Change	% Change	2024	2023
17,140	12,967	$ 4,173	32.2 %	14.5%	9.8%
Nine months ended Sep. 30,				**% of Net Revenues**	
2024	2023	$ Change	% Change	2024	2023
$ 50,457	$ 73,440	$ (22,983)	(31.3)%	12.3%	16.0%

The increase for the three months ended September 30, 2024 compared to the prior year period was primarily attributable to an increase in share-based compensation expense and an increase in legal fees, partially offset by reduced headcounts. The decrease for the nine months ended September 30, 2024 compared to the prior year period was primarily attributable to a decrease in expense related to legal fees for the Securities Class Action, share-based compensation expense and reduced headcounts.

	Three months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
Amortization of intangible assets	23,514	23,514	$ —	— %	19.9%	17.8%
	Nine months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
	$ 70,542	$ 70,543	$ (1)	— %	17.2%	15.4%

Amortization of intangible assets expense was $23.5 million for both the three months ended September 30, 2024 and 2023 and $70.5 million for both the nine months ended September 30, 2024 and 2023. Amortization of intangible assets expense relates to the amortization of developed technology and customer relationships.

	Three months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
Interest expense	19,086	17,565	$ 1,521	8.7 %	16.1%	13.3%
	Nine months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
	$ 55,133	$ 51,721	$ 3,412	6.6 %	13.5%	11.3%

The increases for the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to an increase in amortization expense related to debt issuance costs and an increase in interest rates related to our Term Loan Facilities, partially offset by interest savings related to the $50.0 million reduction of principal related to our Term Loan Facilities.

	Three months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
Gain on bargain purchase	(77,363)	—	$ (77,363)	*NM*	(65.4)%	—%
	Nine months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
	$ (77,363)	$ —	$ (77,363)	*NM*	(18.9)%	—%

NM = Not meaningful

We recognized a gain on bargain purchase of $77.4 million for both the three and nine months ended September 30, 2024 related to the e-TeleQuote acquisition. The gain represents the excess of the acquisition-date fair value of the net assets acquired over the acquisition-date fair value of the consideration transferred.

Non-GAAP Financial Measures

We use supplemental measures of our performance that are derived from our consolidated financial information but which are not presented in our Condensed Consolidated Financial Statements prepared in accordance with GAAP. These non-GAAP financial measures include net income (loss) before interest expense, income tax (benefit) expense and depreciation and amortization expense, or EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin. Adjusted EBITDA is the primary financial performance measure used by management to evaluate the business and to monitor its results of operations. Adjusted EBITDA represents, as applicable for the period, EBITDA as further adjusted for certain items summarized in the table furnished below. Adjusted EBITDA Margin represents Adjusted EBITDA divided by net revenues.

We use non-GAAP financial measures to supplement financial information presented on a GAAP basis. We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures provide our stakeholders with useful information to help them evaluate our operating results by facilitating an

enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons. Adjusted EBITDA is used as a basis for certain compensation programs sponsored by the Company. There are limitations to the use of the non-GAAP financial measures presented in this Quarterly Report on Form 10-Q. For example, our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for the most directly comparable measures prepared in accordance with GAAP and should be read only in conjunction with financial information presented on a GAAP basis. Reconciliations of EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin to their most directly comparable GAAP financial measures are presented in the tables below in this Quarterly Report on Form 10-Q. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. In future periods, we may exclude similar items, may incur income and expenses similar to these excluded items and may include other expenses, costs and non-routine items.

The following table sets forth the reconciliations of GAAP net income (loss) to EBITDA and Adjusted EBITDA for the periods presented:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
Non-GAAP Financial Measures	2024	2023	2024	2023
Net revenues	**$ 118,292**	**$ 132,037**	**$ 409,762**	**$ 457,974**
Net income (loss)	15,366	(56,204)	(65,294)	(148,976)
Interest expense	19,086	17,565	55,133	51,721
Income tax expense (benefit)	(11)	(108)	(122)	(225)
Depreciation and amortization expense	26,419	26,265	78,962	78,900
EBITDA	60,860	(12,482)	68,679	(18,580)
Gain on bargain purchase[1]	(77,363)	—	(77,363)	—
Share-based compensation expense (benefit)[2]	2,859	(545)	6,534	16,159
Professional services[3]	818	1,213	818	1,213
Legal fees[4]	654	339	1,331	14,692
Severance costs[5]	66	—	2,480	1,920
Operating lease impairment charges[6]	—	—	—	2,687
Adjusted EBITDA	$ (12,106)	$ (11,475)	$ 2,479	$ 18,091
Net Income (Loss) Margin	13.0 %	(42.6)%	(15.9)%	(32.5)%
Adjusted EBITDA Margin	(10.2)%	(8.7)%	0.6 %	4.0 %

(1) Represents the excess of the acquisition-date fair value of the net assets acquired over the acquisition-date fair value of the consideration transferred related to the acquisition of e-TeleQuote, as further described in Note 14, Acquisitions.
(2) Represents non-cash share-based compensation expense (benefit) relating to equity awards as well as share-based compensation expense (benefit) relating to liability classified awards that will be settled in cash.
(3) Represents costs primarily associated with non-recurring consulting fees and other professional services.
(4) Represents legal fees, settlement accruals and other expenses related to certain acquisitions, litigation, Credit Agreement amendments and other non-routine legal or regulatory matters as described in Note 4, "Long-Term Debt" and Note 11, "Commitments and Contingencies" of the Notes to the Condensed Consolidated Financial Statements.
(5) Represents severance costs and other fees associated with a reduction in workforce unrelated to restructuring activities.
(6) Represents operating lease impairment charges, reducing the carrying value of the associated ROU assets and leasehold improvements to the estimated fair values.

	Three months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
Adjusted EBITDA	$ (12,106)	$ (11,475)	$ (631)	(5.5)%	(10.2)%	(8.7)%
	Nine months ended Sep. 30,				% of Net Revenues	
	2024	2023	$ Change	% Change	2024	2023
	$ 2,479	$ 18,091	$ (15,612)	(86.3)%	0.6 %	4.0 %

The decreases for the three and nine months ended September 30, 2024 compared to the prior year periods were primarily due to period-over-period declines in net revenues, partially offset by realized operational efficiencies as a result of our focus on driving high-quality Medicare services for our consumers through the Encompass operating model. Our improved operating efficiencies were enabled by reduced headcount, targeted marketing and enhancements in our proprietary technology.

Key Business Performance and Operating Metrics

In addition to traditional financial metrics, we rely upon certain business and operating metrics to evaluate our business performance and facilitate our operations. The most relevant business and operating metrics for our single operating and reportable segment are furnished in the tables below.

Submissions

Submissions are counted when an individual either (i) completes an application with our licensed agent that is submitted to the health plan partner and subsequently approved by the health plan partner during the indicated period, excluding applications through our Non-Encompass BPO Services or (ii) is transferred by our agent to the health plan partner through the Encompass marketplace during the indicated period. Not all Submissions will go into effect, as some individuals may fail to enroll or once enrolled may switch out of a policy within the disenrollment period during the first 90 days of the policy.

The following table presents the number of Submissions for the periods presented:

	Three months ended Sep. 30,			
	2024	2023	Change	% Change
Submissions	166,195	161,550	4,645	2.9 %
	Nine months ended Sep. 30,			
	2024	2023	Change	% Change
Submissions	534,737	538,032	(3,295)	(0.6)%

The increase for the three months ended September 30, 2024 compared to the prior year period was primarily attributable to an increase in Submissions generated by GoHealth's internal network of agents, powered by our enhanced targeted marketing efforts and investment in technology. The increase was partially offset by a decrease in Submissions generated by our external agents. The decrease for the nine months ended September 30, 2024 compared to the prior year period was primarily attributable to a decrease in Submissions generated by our external agents due to broader market pressures impacting our external broker partners, partially offset by an increase in Submissions generated by GoHealth's internal network of agents.

Sales Per Submission

Sales per Submission is an operating metric that represents the average performance of Submissions generated during the reporting period. Sales per Submission refers to (x) the sum of (i) aggregate commissions estimated to be collected over the estimated life of all commissionable Submissions for the relevant period based on multiple factors, including but not limited to, contracted commission rates, health plan partner mix and expected policy persistency with applied constraints, excluding revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods, (ii) non-agency revenue and (iii) partner marketing and other revenue, divided by (y) the number of Submissions for such period. Sales per Submission measures revenues only from the Submissions generated in the period and excludes items that are unrelated to such Submissions.

Sales per Submission is not meant to be considered as an indicator of financial performance in isolation from or as a substitute for the Company's net revenues. Management uses this metric to measure the performance of the Submissions generated in a reporting period by reviewing and presenting average performance on a per Submission basis over time.

The numerator of Sales per Submission includes revenues generated by Submissions produced in the reporting period through both our agency and non-agency models. The mix of agency and non-agency contracts could impact Sales per Submission. The Company has a portfolio of agency and non-agency contracts, varying by health plan partner and product, and the mix of these contracts is dependent on the plans most suitable for the consumers we serve.

Agency revenue refers to the expected amount of initial commission revenue and any renewal commissions to be paid from the health plan partners on such placement as long as the policyholder remains with the same insurance product. The estimate of the future renewal commissions is determined by using the contracted renewal commission rates constrained by a persistency-adjusted renewal period. The persistency-adjusted renewal period is determined based on our historical experience and available industry and health plan partner historical data. Persistency adjustments allow us to estimate renewal revenue only to the extent probable that a material reversal in revenue would not be expected to occur. These factors may result in varying values from period to period. See "Risk Factors—Risks Related to Our Business—Our operating results may be adversely impacted by factors that impact our estimate of LTV" in our 2023 Annual Report on Form 10-K.

Agency revenue includes partner marketing revenue, in which the Company is compensated by its health plan partners for providing marketing services over a predetermined measurement period. The Company recognizes partner marketing revenue over the measurement period as Submissions are generated and generally gets paid a fixed fee per Submission that results in either a policy effectuating or staying in-force through the rapid disenrollment period, or 90 days post-effectuation.

Non-agency revenue refers to enrollment and engagement services for which cash is collected in advance or in close proximity to the point in time revenue is recognized, with the amount of variable consideration generally resolved within 90 days of when the related policy effectuates. The Company does not receive commissions or fees on subsequent renewals for non-agency Submissions. For more information on the Company's agency and non-agency revenue, refer to Note 9, "Revenue."

The following table presents the Sales per Submission for the periods presented:

Sales Per Submission	Three months ended Sep. 30, 2024	2023	$ Change	% Change
	$ 702	$ 813	$ (111)	(13.7)%
	Nine months ended Sep. 30, 2024	2023	$ Change	% Change
	$ 761	$ 817	$ (56)	(6.9)%

The decreases for both the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to a shift from non-agency to agency revenue as a result of changing carrier mix within the non-agency channel. The decreases were further attributable to a decline in LTV rates due to lower persistency.

Direct Operating Cost Per Submission

Direct Operating Cost per Submission is an operating metric that represents the average performance of Submissions generated during the reporting period. Direct Operating Cost per Submission measures costs directly attributable to Submissions generated in the period and excludes costs that are indirect or fixed. The numerator of Direct Operating Cost per Submission, referred to as Direct Operating Cost of Submission, is the portion of the respective operating expenses for revenue share, marketing and advertising and consumer care and enrollment that are directly related to the Submissions generated in the reporting period. Management uses this metric to measure the cost of the Submissions generated in a reporting period by reviewing and presenting average cost on a per Submission basis over time.

Revenue share represents variable expense related to agency and non-agency Submissions generated in the reporting period by our external agents with whom we have a revenue-sharing arrangement. These amounts exclude items that are unrelated to Submissions generated in the reporting period such as the impact to revenue share resulting from revenue adjustments recorded in the period, but relating to performance obligations satisfied in prior periods by our external agents. Marketing and advertising expense consists primarily of expenses associated with acquiring consumers through the Company's direct, online advertising and marketing partner channels as well as through online, television and direct mail advertisements. A significant portion of our marketing and advertising expenses is driven by the number of health insurance applications submitted through us. Such costs are direct and variable with Submissions. These amounts exclude items that are unrelated to Submissions generated in the reporting period such as share-based compensation expense. Consumer care and enrollment expenses primarily consist of compensation and benefits costs for enrollment personnel who assist consumers during the health plan enrollment and application processes and such expenses are generally variable with Submissions. These amounts exclude items that are unrelated to Submissions generated in the reporting period such as share-based compensation expense and Non-Encompass BPO Services.

The following table presents the Direct Operating Cost per Submission for the periods presented:

Direct Operating Cost Per Submission	Three months ended Sep. 30, 2024	2023	$ Change	% Change
	$ 663	$ 745	$ (82)	(11.0)%
	Nine months ended Sep. 30, 2024	2023	$ Change	% Change
	$ 647	$ 679	$ (32)	(4.7)%

The decreases in Direct Operating Cost per Submission for the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to a decrease in expense recognized pursuant to our revenue-sharing agreements with our external partners, partially offset by an increase in marketing and advertising expense related to our investments in targeted marketing efforts. Our focus on Direct Operating Cost per Submission enables us to effectively manage expenses and investment in a highly regulated industry where benefits change annually, contracting dynamics change annually and consumer behavior can vary.

Sales/Direct Operating Cost of Submission

Sales/Direct Operating Cost of Submission represents the numerator of Sales per Submission, as defined above, divided by Direct Operating Cost of Submission, as defined above.

The following are our Direct Operating Cost of Submission (in thousands) and Sales/Direct Operating Cost of Submission for the periods presented:

	Three months ended Sep. 30,		Nine months ended Sep. 30,	
	2024	2023	2024	2023
Direct Operating Cost of Submission	$ 110,245	$ 120,362	$ 346,112	$ 365,612
Sales/Direct Operating Cost of Submission	1.1	1.1	1.2	1.2

The decreases in Direct Operating Cost of Submission for both the three and nine months ended September 30, 2024 compared to the prior year periods were primarily attributable to a decrease in expense recognized pursuant to our revenue-sharing agreements with our external partners, partially offset by an increase in marketing and advertising expense related to our investments in targeted marketing efforts.

Sales/Direct Operating Cost of Submission was 1.1 for both the three months ended September 30, 2024 and 2023 and 1.2 for both the nine months ended September 30, 2024 and 2023.

Liquidity and Capital Resources

Overview

Our liquidity needs primarily include working capital and debt service requirements. At September 30, 2024, cash and cash equivalents totaled $35.5 million. We believe that our current sources of liquidity, which include cash and cash equivalents and funds available under the Credit Facilities, as further described below, will be sufficient to meet our projected operating and debt service requirements for at least the next twelve months. Short-term liquidity needs will primarily be funded through the Revolving Credit Facilities, as further described below, if necessary. To the extent that our current liquidity is insufficient to fund future activities, we may need to raise additional funds, which may include the sale of equity securities or through debt financing arrangements. The incurrence of additional debt financing would result in debt service obligations and any future instruments governing such debt could provide for operating and financing covenants that could restrict our operations.

The following table presents a summary of cash flows for the nine months ended September 30, 2024 and 2023:

	Nine months ended Sep. 30,	
(in thousands)	2024	2023
Net cash provided by (used in) operating activities	$ (36,211)	$ 37,840
Net cash provided by (used in) investing activities	6,025	(8,087)
Net cash provided by (used in) financing activities	(25,064)	(20,019)

Operating Activities

Cash provided by (used in) operating activities primarily consists of net income (loss) adjusted for certain non-cash items including share-based compensation, depreciation and amortization, amortization of intangible assets, amortization of debt discount and issuance costs, operating lease impairment charges, non-cash lease expense and the effect of changes in working capital and other activities.

Collection of commissions receivable depends upon the timing of the receipt of commission payments. If there were to be a delay in receiving a commission payment from a health plan partner within a quarter, the operating cash flows for that quarter could be adversely impacted.

A significant portion of marketing and advertising expense is driven by the number of qualified prospects required to generate the Submissions. Marketing and advertising costs are expensed and generally paid as incurred and since commissions revenue is recognized upon approval of a Submission but commission payments are paid to us over time, there are working capital requirements to fund the upfront cost of acquiring new policies.

Net cash used in operating activities was $36.2 million for the nine months ended September 30, 2024, compared to net cash provided by operating activities of $37.8 million for the nine months ended September 30, 2023. The $74.1 million decrease was primarily driven by a decrease in cash from working capital components from accrued liabilities of $37.6 million, inclusive of a $10.5 million payment made during the first quarter of 2024 to settle the Securities Class Action and $11.2 million of interest paid during the nine months ended September 30, 2024 but relating to the prior year, commissions receivable of $31.1 million and commissions payable of $13.6 million. The decrease was partially offset by an increase in cash from working capital components from accounts payable of $5.5 million and other liabilities of $5.4 million.

Investing Activities

Net cash provided by investing activities for the nine months ended September 30, 2024 was $6.0 million, compared to net cash used in investing activities for the nine months ended September 30, 2023 of $8.1 million. The $14.1 million increase was

primarily driven by the acquisition of e-TeleQuote, partially offset by an increase in capitalized internal-use software related to new technology, software and systems.

Financing Activities

Net cash used in financing activities for the nine months ended September 30, 2024 and 2023 was $25.1 million and $20.0 million, respectively. The $5.1 million increase was primarily driven by an increase in repayments of our Term Loan Facilities of $34.7 million and an increase in payments related to debt issuance costs of $13.6 million resulting from an amendment to our Credit Facilities. The increase was partially offset by the borrowing of $40.0 million under the Revolving Credit Facilities during the second quarter of 2024 and a $2.7 million decrease in payments of preferred stock dividends.

Credit Facilities

Term Loan Facilities

As of September 30, 2024, Norvax (the "Borrower") had a principal amount of $99.5 million, $266.8 million and $86.5 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. As of December 31, 2023, the Borrower had a principal amount of $110.4 million, $296.3 million and $96.1 million outstanding under the Incremental Term Loan Facility, the 2021 Incremental Term Loans, and the 2021-2 Incremental Term Loans, respectively. The effective interest rate of the Term Loan Facilities was 13.4% at September 30, 2024 and 13.0% at December 31, 2023.

Pursuant to Amendment No. 11 to the Credit Agreement, the Borrower repaid $50.0 million and $25.0 million in borrowings under the Term Loan Facilities in April 2024 and October 2024, respectively. In October 2024, the Borrower secured an additional $25.0 million through the Revolving Credit Facilities to fund the $25.0 million repayment on the Term Loan Facilities. The remaining unpaid balance on the Term Loan Facilities, together with all accrued and unpaid interest thereon, is subject to the Debt Refinancing described below.

Revolving Credit Facilities

The Company had $40.0 million outstanding under the Revolving Credit Facilities as of September 30, 2024 and no amounts outstanding under the Revolving Credit Facilities as of December 31, 2023. The Revolving Credit Facilities have a remaining capacity of $48.5 million and $200.0 million in the aggregate as of September 30, 2024 and December 31, 2023, respectively. The Revolving Credit Facilities are separated into two classes of revolving commitments. After the adoption of Amendment No. 11 to the Credit Agreement, the New Class A Revolving Commitments mature on June 30, 2025 and bear interest at either ABR plus 5.5% per annum or SOFR plus 6.5% per annum. Prior to maturing on September 13, 2024, the Remaining Class B Revolving Commitments bore interest at either ABR plus 3.0% per annum or SOFR plus 4.0% per annum. After September 13, 2024, the Revolving Credit Facilities included solely the New Class A Revolving Commitments.

On October 15, 2024, the Borrower entered into Amendment No. 12 to the Credit Agreement ("Amendment No. 12"), which amended the terms of the Credit Agreement to modify the definition of "Liquidity" such that, from the Amendment No. 12 effective date through and including November 15, 2024, the aggregate amount of unrestricted cash and cash equivalents owned by e-TeleQuote and held in deposit or securities accounts need not be subject to account control agreements in order to be included in the calculation of such definition. Amendment No. 12 has no material impact on the Company's Condensed Consolidated Financial Statements or related disclosures.

Debt Refinancing

On November 4, 2024, Blizzard Midco, LLC ("Blizzard Midco"), the Borrower and certain of their subsidiaries, entered into an Amendment and Restatement Agreement (the "Amendment and Restatement Agreement") which amended and restated the Credit Agreement (the "Amended and Restated Credit Agreement").

The Amended and Restated Credit Agreement provides for a term loan facility in an aggregate principal amount of $475.0 million (the "New Term Loan Facility"), which full amount was borrowed by Borrower on November 4, 2024 (the "Effective Date"). The Amended and Restated Credit Agreement also provides for an additional revolving credit facility with a commitment amount of $35.0 million (the "Class A-1 Revolving Credit Facility"), which will be made available to the Borrower upon the termination of the existing Class A Revolving Commitments on or prior to June 30, 2025. The stated maturity date of the New Term Loan Facility is the five year anniversary of the Effective Date. The stated maturity date of the existing Class A Revolving Commitments is June 30, 2025 and the stated maturity date of the loans under the Class A-1 Revolving Credit Facility is November 4, 2029. The proceeds of the loans under the New Term Loan Facility (the "New Term Loans") were used to repay and refinance existing indebtedness under the Amended and Restated Credit Agreement, to pay interest, fees and expenses related to the foregoing and to pay related transaction costs. The proceeds of any loans under the Class A-1 Revolving Credit Facility, once available, may be used to repay Class A Revolving Loans that remain outstanding on the maturity date of the Class A Revolving Commitments, to finance working capital needs and for general corporate purposes.

Upon requesting a borrowing under the Amended and Restated Credit Agreement, the Borrower may elect for either an ABR Borrowing (as defined in the Amended and Restated Credit Agreement) or a SOFR Borrowing (as defined in the Amended and Restated Credit Agreement). The borrowings under the Amended and Restated Credit Agreement comprising each ABR Borrowing will bear interest at (i) ABR *plus* (ii) a rate per annum equal to (a) 6.50% for any loans under the New Term Loan Facility or the Class A-1 Revolving Credit Facility or (b) 5.50% for any loans under the Class A Revolving Commitments on and after the Amendment No. 11 Effective Date (as defined in the Credit Agreement) or 6.25% for any New Term Loan Facility or Class A-1 Revolving Loan on or after the Class A Revolving Facility Termination Date (as defined in the Amended and Restated Credit Agreement) (provided no event of default has occurred and is continuing).

The borrowings under the Amended and Restated Credit Agreement comprising each SOFR Borrowing (as defined in the Amended and Restated Credit Agreement) will bear interest at (i) Adjusted Term SOFR for the interest period in effect for such borrowing, *plus* (ii) a rate per annum equal to (a) 7.50% for any loans under the New Term Loan Facility or the Class A-1 Revolving Credit Facility or (b) 6.50% for any Class A Revolving Loan on and after the Amendment No. 11 Effective Date or 7.25% for any New Term Loan Facility or Class A-1 Revolving Loan on or after the Class A Revolving Facility Termination Date (provided no event of default has occurred and is continuing).

Beginning on March 31, 2025, principal payments equal to 2.00% of the outstanding principal balance per annum of the New Term Loans will be paid in equal quarterly installments.

See Note 4, “Long-Term Debt,” to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional information regarding the Company’s Term Loan Facilities, Revolving Credit Facilities and debt refinancing.

Recent Accounting Pronouncements

For a discussion of new accounting pronouncements recently adopted and not yet adopted, see Part 1, Note 1, “Description of Business and Significant Accounting Policies,” to the Condensed Consolidated Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Critical Accounting Policies and Estimates

The preparation of the Condensed Consolidated Financial Statements and related disclosures in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities and the disclosure of contingent assets and liabilities. We regularly assess these estimates; however, actual amounts could differ from those estimates. The impact of changes in estimates is recorded in the period in which they become known.

Our critical accounting policies are described under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates” in our 2023 Annual Report on Form 10-K. During the three and nine months ended September 30, 2024, there were no material changes to our critical accounting policies from those discussed in our 2023 Annual Report on Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

As a smaller reporting company, we are not required to include disclosure under this item.

ITEM 4. CONTROLS AND PROCEDURES

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Internal control over financial reporting is a process designed under the supervision of the Company’s Chief Executive Officer and Chief Financial Officer, and effected by the Company’s Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

1. Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;

2. Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and

3. Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting as of September 30, 2024, utilizing the framework in Internal Control-Integrated Framework (2013) established by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Our internal control over financial reporting includes policies and procedures that are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP. Based on this evaluation and those criteria, our management concluded that our internal control over financial reporting was effective as of September 30, 2024.

Our management has concluded that the Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial position, results of operations and cash flows as of the dates, and for the periods presented, in conformity with GAAP.

Changes in Internal Control over Financial Reporting

On September 30, 2024 we completed the acquisition of e-TeleQuote. Under guidelines established by the Securities and Exchange Commission, companies are permitted to exclude acquisitions from their assessment of internal control over financial reporting during the first year of an acquisition while integrating the acquired company. In conducting our evaluation of the effectiveness of our internal control over financial reporting, we excluded e-TeleQuote from our evaluation for the quarter ended September 30, 2024.

Other than the foregoing, there were no changes in our internal controls over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the quarter ended September 30, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - Other Information

ITEM 1. LEGAL PROCEEDINGS.

Refer to Note 11, “Commitments and Contingencies,” of the Notes to the Condensed Consolidated Financial Statements for information about legal proceedings.

ITEM 1A. RISK FACTORS.

We refer you to our 2023 Annual Report on Form 10-K for a discussion of the risk factors that affect our business and financial results. There have been no material changes in our risk factors from those disclosed in our 2023 Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

None.

ITEM 5. OTHER INFORMATION.

During the third quarter ended September 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified, or terminated a Rule 10b5-1 trading plan or a non-Rule 10b5-1 trading arrangement for our securities (as defined in Item 408(c) of Regulation S-K).

ITEM 6. EXHIBITS.

Exhibit Index

Exhibit Number	Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of GoHealth, Inc.	10-Q	001-39390	3.1	8/20/2020	
3.2	Amended and Restated Bylaws of GoHealth, Inc.	10-Q	001-39390	3.2	8/20/2020	
3.3	Certificate of Designations of Series A Convertible Perpetual Preferred Stock of GoHealth, Inc.	8-K	001-39390	3.1	9/26/2022	
3.4	Certificate of Designations of Series A-1 Convertible Non-Voting Perpetual Preferred Stock of GoHealth, Inc.	8-K	001-39390	3.2	9/26/2022	
4.1	Specimen Stock Certificate evidencing the shares of Class A common stock.	S-1	333-239287	4.1	6/19/2020	
10.1#	Employment Agreement, dated as of October 4, 2024, by and among Brendan Shanahan, GoHealth, Inc. and Norvax, LLC	8-K	001-39390	10.1	10/10/2024	
10.2#	Employment Agreement, dated as of October 4, 2024, by and between Katherine O'Halloran and Norvax, LLC	8-K	001-39390	10.2	10/10/2024	
10.3	Amendment No. 12 to the Credit Agreement dated as of October 15, 2024, among Norvax LLC, as borrower, Blue Owl Corporation, as administrative agent, collateral agent and required lenders					*
10.4	Consent Letter to the Credit Agreement, dated as of September 13, 2024, by and among the Borrower, each other Guarantor, Holdings, Blue Owl Capital Corporation, and each of the Lenders					*
10.5	Amendment and Restatement Agreement, dated as of November 4, 2024, by and among Blizzard Midco, LLC, Norvax, LLC, the lenders party thereto, the issuing banks party thereto, Blue Owl Capital Corporation, as the predecessor agent, and Blue Torch Finance, LLC, as administrative agent and collateral agent					*
10.6	Amended and Restated Credit Agreement, dated as of November 4, 2024, by and among Blizzard Midco, LLC, Norvax, LLC, the lenders party thereto, the issuing banks party thereto and Blue Torch Finance, LLC, as administrative agent and collateral agent					*
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a).					*
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a).					*
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350.					**
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.					**
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed herewith.
** Furnished herewith.
# Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

GoHealth, Inc.
(Registrant)

Date: November 7, 2024

By: /s/ Vijay Kotte
Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Date: November 7, 2024

By: /s/ Brendan Shanahan
Brendan Shanahan
Chief Financial Officer
(Principal Financial and Accounting Officer)

Execution Version

AMENDMENT NO. 12
TO THE CREDIT AGREEMENT

AMENDMENT NO. 12 TO THE CREDIT AGREEMENT, dated as of October 15, 2024 (this "**Agreement**"), by and among each of the Lenders signatory hereto constituting the Required Lenders (each as defined in the Credit Agreement, as defined below), the Borrower (as defined below), Holdings (as defined below), each other Guarantor (as defined in the Credit Agreement) as of the date hereof, Blue Owl Capital Corporation, in its capacities as the administrative agent and collateral agent (in such capacities, the "**Administrative Agent**").

WHEREAS, reference is hereby made to the Credit Agreement, dated as of September 13, 2019 (as amended by Amendment No. 1 to the Credit Agreement and Incremental Facility Amendment, dated as of March 20, 2020, Incremental Facility Agreement and Technical Amendment No. 2 to Credit Agreement, dated as of May 7, 2020, Incremental Facility Agreement No. 3, dated as June 11, 2020, Amendment No. 4 to the Credit Agreement and Incremental Facility Agreement, dated as May 7, 2021, Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, Amendment No. 6 to the Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023, Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among Blizzard Midco, LLC, a Delaware limited liability company ("**Holdings**"), Norvax, LLC, a Delaware limited liability company (the "**Borrower**"), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto;

WHEREAS, the Borrower desires to amend the terms of the Credit Agreement to modify the definition of "Liquidity" such that, from the Amendment No. 12 Effective Date through and including November 15, 2024, the aggregate amount of unrestricted cash and Cash Equivalents owned by e-TeleQuote Insurance, Inc. need not be subject to Account Control Agreements in order to be included in the calculation in such definition.

WHEREAS, in accordance with Section 9.02 of the Credit Agreement, Holdings, the Borrower and the Required Lenders have agreed to amend the Credit Agreement, on the terms and subject to the conditions, in each case, set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

Section 1 *Defined Terms; References*.

(a) Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Amended Credit Agreement (as defined below). The rules of construction and other interpretive provisions specified in Sections 1.03, 1.04, 1.08, 1.09 and 1.11 of the Amended Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

(b) As used in this Agreement, the following terms have the meanings specified below:

"**Agreement**" shall have the meaning provided in the preamble hereto.

"**Amended Credit Agreement**" shall mean the Credit Agreement, as amended by this Agreement.

"**Amendment No. 12 Effective Date**" shall have the meaning provided in Section 7 hereof.

"**Borrower/Lender Documents**" shall have the meaning provided in Section 9 hereof.

"**Claim**" shall have the meaning provided in Section 8 hereof.

"**Releasee**" shall have the meaning provided in Section 8 hereof.

"**Releasing Party**" shall have the meaning provided in Section 8 hereof.

Section 2. *Amendment*. Pursuant to Section 9.02 of the Credit Agreement, the Required Lenders, Holdings and the Borrower hereby agree that, effective on the Amendment No. 12 Effective Date, the definition of "Liquidity" shall be amended and restated in its entirety as follows:

"**Liquidity**" means, as of any date of determination, the sum of (a) the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Restricted 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; provided, that from the Amendment No. 12 Effective Date through and including November 15, 2024, the aggregate amount of unrestricted cash and Cash Equivalents owned by e-TeleQuote Insurance, Inc. and held in deposit accounts or securities accounts need not be subject to Account Control Agreements to be included in the calculation of this clause (a), plus (b) the aggregate amount of Revolving Commitments then in effect minus the Revolving Exposure of all Lenders at such time hereunder.

Section 3. *Effect of Agreement; Reaffirmation; Reservation of Rights; Etc.* (a) Except as expressly set forth herein or in the Amended Credit Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or under any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the foregoing, after giving effect to the Agreement, (i) each Loan Party acknowledges and agrees that (A) each Loan Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Credit Agreement, as amended hereby) and (B) the Security Documents to which it is a party to, and all of the Collateral does, and in each case shall continue to, secure the payment of all Loan Document Obligations on the terms and conditions set forth in such Security Documents, and hereby ratifies the security interests granted by it pursuant to such Security Documents and (ii) each Guarantor hereby confirms and ratifies its continuing unconditional obligations as Guarantor under each Guarantee to which it is a party. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Agreement and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Loan Documents as in effect prior to the Amendment No. 12 Effective Date.

(b) The Lenders and the Administrative Agent reserve each and every right and remedy they may have under the Loan Documents and under applicable law with respect to any Default or Event of Default now or hereafter existing or otherwise, as creditors of the Loan Parties. Nothing in this Amendment shall be deemed to constitute a consent or waiver by the Administrative Agent or any Lender of any Default

or Event of Default, whether now existing or hereafter arising, or of any right or remedy that the Administrative Agent and the Lenders may have under any of the Loan Documents or applicable law.

Section 4. *Representations of Loan Parties*. Each of the Loan Parties hereby represents and warrants that:

(a) the representations and warranties set forth in Article III of the Amended Credit Agreement and in each other Loan Document shall be true and correct in all material respects on and as of the Amendment No. 12 Effective Date, as applicable, with the same effect as though made on and as of such date (and deeming this Agreement to be a "Loan Document" for purposes of each such representation and warranty), except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided*, that any such representation and warranty that is qualified by "materiality", "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the Amendment No. 12 Effective Date, as applicable, with the same effect as though made on and as of such date or such earlier date, as applicable; and

(b) as of the Amendment No. 12 Effective Date, no Default or Event of Default shall exist or would result from the execution, delivery and performance of this Agreement.

Section 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 6. *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts) (including by facsimile or other electronic transmission (i.e., a "pdf" or "tif")), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. 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. For the avoidance of doubt, delivery of an executed counterpart of a signature page by facsimile or other electronic imaging means (e.g. ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart, and shall not be considered an electronic signature.

Section 7. *Conditions to Effectiveness of this Agreement.* The effectiveness of the agreements set forth in this Agreement and of the amendments set forth in Section 2 of this Agreement, shall become effective on the date (the "**Amendment No. 12 Effective Date**") when each of the following conditions shall have been satisfied (or waived, as applicable) and, in connection with the foregoing, the execution (which may include telecopy or electronic transmission of a signed signature page of this Agreement) by the Required Lenders of this Agreement:

(a) the Administrative Agent shall have received from (x) each Loan Party, and (y) Lenders constituting the Required Lenders either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(b) the Administrative Agent shall have received a certificate of the Borrower, dated the Amendment No. 12 Effective Date, certifying that (i) the representations and warranties set forth in Section 4 hereof shall be true and correct, and (ii) no Default or Event of Default shall exist or would result from the execution, delivery and performance of this Agreement; and

(c) the Administrative Agent and the Lenders shall have received payment for all reasonable and documented and invoiced out-of-pocket costs and expenses required to be paid or reimbursed under Section 9.03 of the Credit Agreement on the Amendment No. 12 Effective Date, for which invoices have been presented at least one Business Day prior to the Amendment No. 12 Effective Date.

Section 8. *Release*.

(a) In consideration of the agreements of the Lenders and the Administrative Agent contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors and assigns (each Loan Party and all such other Persons being hereinafter referred to collectively as the "**Releasing Parties**" and individually as a "**Releasing Party**"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each Lender, the Administrative Agent and each of their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (the Lenders, the Administrative Agent and all such other Persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "**Claim**" and collectively, "**Claims**") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which any of the Loan Parties or any of the successors, assigns, or other legal representatives of any of the Loan Parties may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstances, action, cause or thing whatsoever which arose or occurred at any time on or prior to the date of this Agreement, for or on account of, or in relation to, or in any way in connection with this Agreement, the Credit Agreement, the Amended Credit Agreement, any of the Loan Documents or any of the transactions hereunder or thereunder; provided that nothing contained herein shall release the Releasees from any Claims that (i) may arise after the date hereof for or on account of, or in relation to, or in any way in connection with this Agreement, the Amended Credit Agreement, any of the Loan Documents or transactions contemplated hereunder or thereunder (including obligations of the Releasees to comply with this Agreement, the Amended Credit Agreement, any of the Loan Documents, as modified hereby, after the date hereof) or (ii) resulting from the bad faith or willful misconduct of such Releasees (each as determined in a final, non-appealable judgment by a court of competent jurisdiction).

(b) Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense to any Claim and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) Each of the Releasing Parties hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Releasing Party pursuant to this Section 8. If any Releasing Party violates the foregoing covenant, each Loan Party, for itself and its successors and assigns, and its present and former members, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

Section 9. *Final Agreement*. This Agreement, the Amended Credit Agreement and any other written agreements, instruments, and documents entered into in connection herewith and therewith (collectively, the "**Borrower/Lender Documents**") set forth in full the terms of agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof and are intended as the full, complete, and exclusive contracts governing the relationship between such parties with respect to the subject matter hereof and thereof, superseding all other discussions, promises, representations, warranties, agreements, and understandings between the parties with respect thereto. Except as expressly provided therein, no term of the Borrower/Lender Documents may be modified or amended, nor may any rights thereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment, or waiver is sought. Any waiver of any condition in, or breach of, any of the foregoing in a particular instance shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. The Administrative Agent's or any Lender's exercise or failure to exercise any rights or remedies under any of the foregoing in a particular instance shall not operate as a waiver of its right to exercise the same or different rights and remedies in any other instances. Any agreement by the Lenders or the Administrative Agent concerning any forbearance, waiver or other accommodation concerning any Default or Event of Default or the payment and performance of the Loan Document Obligations must be set forth in writing and signed by a duly authorized signatory of each of the parties required to be a signatory thereto by the Loan Documents. There are no oral agreements among the parties hereto.

Section 12. *No Novation*. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Security Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Loan Documents, except, in each case, to any extent modified hereby.

Section 13. *Miscellaneous*. Sections 9.03, 9.06, 9.09 and 9.10 of the Credit Agreement are incorporated herein by reference and apply *mutatis mutandis*. On and after the effectiveness of this Agreement, this Agreement shall for all purposes constitute a Loan Document.

[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 a Borrower

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

GOHEALTH, LLC,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

CONNECTED BENEFITS, LLC,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

CREATIX, INC.,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

BLUE OWL CAPITAL CORPORATION,
as Administrative Agent

By: Blue Owl Credit Advisors LLC, its
Investment Advisor

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

Golub Capital Partners CLO 16(M)-R2, LP.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 17(M)-R, Ltd.
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 18(M)-R2
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 21(M)-R, Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 24(M)-R, Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 2S(M)-R, Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 28{M)-R2
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 30(M)-R
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 31(M)-R, Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 33(M)-R2, L.P.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 36(M), Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 42(M)-R
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 44(M), Ltd.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 4S(M)-R
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 46(M)-R
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 47(M)-R
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 49(M)-R
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO Sl(M), LP.
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 54(M), LP.
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 56(M)
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 57(M)
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 59(M)
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 61(M)
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 65(M)
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 67(M)
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Partners CLO 69(M)
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for Philadelphia Indemnity Insurance Company

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for Reliance Standard Life Insurance Company

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for Safety National Casualty Corporation

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for TMD-DL Holdings, LLC

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for U.S. Specialty Insurance Company

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Strategic Partners Fund 1, LP.
By: GC Investment Management LLC, Its Manager

By:
Name: Andrew Taylor
Title: Authorized Signatory

GC Advisors LLC as Agent for RGA Operating Company

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GBDC 3 Funding LLC
By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GCIC Holdings LLC
By: Golub Capital BDC, Inc., its sole member By:
GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital BDC 3 ABS 2022-1 LLC
By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GCPF Loan Funding G
By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Finance Funding IV Trust
By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GCP Finance 6 LP.
By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC Advisors LLC as Agent for U.S. Specialty Insurance Company

By:
Name: Marc C. Robinson
Title: Senior Managing Director

Golub Capital Strategic Partners Fund 1, LP.
By: GC Investment Management LLC, Its Manager

By: /s/ Andrew Taylor
Name: Andrew Taylor
Title: Authorized Signatory

GC Advisors LLC as Agent for RGA Operating Company

By:
Name: Marc C. Robinson
Title: Senior Managing Director

GBDC 3 Funding LLC
By: GC Advisors LLC, its Manager

By:
Name: Marc C. Robinson
Title: Senior Managing Director

GCIC Holdings LLC
By: Golub Capital BDC, Inc., its sole member By:
GC Advisors LLC, its Manager

By:
Name: Marc C. Robinson
Title: Senior Managing Director

BLUE OWL CAPITAL CORPORATION,
as a Lender

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

ORCC FINANCING II LLC,
as a Lender

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

ORCC II FINANCING LLC,
as a Lender

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO I, LTD.,
as a Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO II, LTD.,
as a Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO III, LTD.,
as a Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO VII, LLC,
as a Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO X, LLC,
as a Lender

By: Blue Owl Credit Advisors LLC, its
Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

CONSENT LETTER
TO THE CREDIT AGREEMENT

CONSENT LETTER TO THE CREDIT AGREEMENT, dated as of September 13, 2024 (this "**Agreement**"), by and among the Borrower (as defined below), each other Guarantor (as defined in the Credit Agreement (as defined below)) as of the date hereof, Holdings (as defined below), Blue Owl Capital Corporation, in its capacity as the administrative agent (in such capacity, the "**Administrative Agent**"), and each of the Lenders signatory hereto constituting the Consenting Term Lenders (as defined in Amendment No. 11 (as defined below)) under the Credit Agreement (as defined below).

WHEREAS, reference is hereby made to the Credit Agreement, dated as of September 13, 2019 (as amended by Amendment No. 1 to the Credit Agreement and Incremental Facility Amendment, dated as of March 20, 2020, Incremental Facility Agreement and Technical Amendment No. 2 to Credit Agreement, dated as of May 7, 2020, Incremental Facility Agreement No. 3, dated as of June 11, 2020, Amendment No. 4 to the Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, Amendment No. 6 to the Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023, Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024 ("**Amendment No. 11**"), Consent Letter to the Credit Agreement, dated as of August 28, 2024 (the "**Consent Letter**"), and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof and as in existence immediately prior to the date hereof, the "**Credit Agreement**"), among Blizzard Midco, LLC, a Delaware limited liability company ("**Holdings**"), Norvax, LLC, a Delaware limited liability company (the "**Borrower**"), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto;

WHEREAS, the Borrower has requested that each Consenting Term Lender (as defined in Amendment No. 11) agree to extend the due date of the Amendment No. 11 Deferred Consent Fee (as defined in Amendment No. 11 after giving effect to the Consent Letter) pursuant to Section 9(b) of Amendment No. 11 (after giving effect to the Consent Letter) from September 13, 2024 to September 23, 2024 (the "**Deferred Fee Extension**");

WHEREAS, in accordance with Section 9.02 of the Credit Agreement, Holdings, the Borrower, the Guarantors, the Administrative Agent and each Lender party hereto constituting a Consenting Term Lender have agreed to the Deferred Fee Extension, on the terms set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement.

Section 2. *Consent.* Each Lender that is a Consenting Term Lender and that delivers its signature page to this Agreement hereby consents to the Deferred Fee Extension such that, after giving effect thereto, Section 9(b) of Amendment No. 11 shall read as follow:

> (b) on September 23, 2024, a non-refundable consent fee, which fee shall be fully earned on the Amendment No. 11 Effective Date (the "**Amendment No. 11 Deferred Consent Fee**") and payable in cash in an amount equal to 1.00% multiplied by the sum of the aggregate

principal amount of Term Loans then held by each such Consenting Term Lender on such payment date (but calculated after giving pro forma effect to such October TL Prepayment, if prepaid on or prior to September 23, 2024). For the avoidance of doubt, if the Term Loans are prepaid in full on or prior to September 23, 2024, then no Amendment No. 11 Deferred Consent Fee shall be payable.

Section 3. *No Novation.* Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Security Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Loan Documents, except, in each case, to any extent modified hereby.

Section 4. *Miscellaneous.* Sections 9.03, 9.06, 9.07, 9.09, 9.10, 9.11 and 9.19 of the Credit Agreement are incorporated herein by reference and apply *mutatis mutandis*.

[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.

NORVAX, LLC,
as a Borrower

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

BLIZZARD MIDCO, LLC,
as Holdings

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

GOHEALTH, LLC,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

CONNECTED BENEFITS, LLC,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

CREATIX, INC.,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

BLUE OWL CAPITAL CORPORATION,
as Administrative Agent

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

BLUE OWL CAPITAL CORPORATION, as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

ORCC FINANCING II LLC, as a Consenting Term Lender

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

ORCC II FINANCING LLC, as a Consenting Term Lender

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO I, LTD., as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO II, LTD., as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO III, LTD., as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO VII, LLC, as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

OWL ROCK CLO X, LLC, as a Consenting Term Lender

By: Blue Owl Credit Advisors LLC, its Collateral Manager

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

GOLUB CAPITAL PARTNERS CLO 16(M)-R2, L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 17(M)-R, LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 18(M)-R2,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 21(M)-R, LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 24(M)-R, LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 25(M)-R, LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 28(M)-R2,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 30(M)-R,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 31(M)-R, LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 33(M)-R2, L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 36(M), LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 38(M), LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 42(M)-R,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 44(M), LTD.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 45(M)-R,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 46(M)-R,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 47(M)-R, L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 49(M)-R,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 51(M), L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 54(M), L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 56(M),
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 57(M),
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 59(M),
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 61(M),
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 65(M),
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 67(M),
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL PARTNERS CLO 69(M),
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR PHILADELPHIA INDEMNITY INSURANCE COMPANY,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR RELIANCE STANDARD LIFE INSURANCE COMPANY,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR SAFETY NATIONAL CASUALTY CORPORATION,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR TMD-DL HOLDINGS, LLC,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR U.S. SPECIALTY INSURANCE COMPANY,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL STRATEGIC PARTNERS FUND 1, L.P.,
as a Consenting Term Lender

By: GC Investment Management LLC, Its Manager

By: _____
Name: Maria Elena-Maheu
Title: Authorized Signatory

GC ADVISORS LLC AS AGENT FOR RGA OPERATING COMPANY,
as a Consenting Term Lender

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GBDC 3 FUNDING LLC,
as a Consenting Term Lender

By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR TMD-DL HOLDINGS, LLC,
as a Consenting Term Lender

By: _____
Name: Marc C. Robinson
Title: Senior Managing Director

GC ADVISORS LLC AS AGENT FOR U.S. SPECIALTY INSURANCE COMPANY,
as a Consenting Term Lender

By: _____
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL STRATEGIC PARTNERS FUND 1, L.P.,
as a Consenting Term Lender

By: GC Investment Management LLC, Its Manager

By: /s/ Dawn Nelson
Name: Dawn Nelson
Title: Authorized Signatory

GC ADVISORS LLC AS AGENT FOR RGA OPERATING COMPANY,
as a Consenting Term Lender

By: _____
Name: Marc C. Robinson
Title: Senior Managing Director

GBDC 3 FUNDING LLC,
as a Consenting Tenn Lender

By: GC Advisors LLC, its Manager

By: _____
Name: Marc C. Robinson
Title: Senior Managing Director

GCIC HOLDINGS LLC,
as a Consenting Term Lender

By: Golub Capital BDC, Inc., its sole member
By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL BDC 3 ABS 2022-1 LLC,
as a Consenting Term Lender

By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GCPF LOAN FUNDING G,
as a Consenting Term Lender

By: GC Advisors LLC, its agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GOLUB CAPITAL FINANCE FUNDING IV TRUST,
as a Consenting Term Lender

By: GC Advisors LLC, its Manager

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

GCP FINANCE 6 L.P.,
as a Consenting Term Lender

By: GC Advisors LLC, as agent

By: /s/ Marc C. Robinson
Name: Marc C. Robinson
Title: Senior Managing Director

BENEFIT STREET PARTNERS DEBT FUND IV 2019 LEVERAGE SPV L.P., as a Consenting Term Lender

By: Benefit Street Partners L.L.C., its portfolio manager

By: /s/ Mike Frick
Name: Mike Frick
Title: Authorized Signer

BENEFIT STREET PARTNERS DEBT FUND IV 2019 LEVERAGE (NON-US) SPV L.P., as a Consenting Term Lender

By: Benefit Street Partners L.L.C., its portfolio manager

By: /s/ Mike Frick
Name: Mike Frick
Title: Authorized Signer

BENEFIT STREET PARTNERS SMA LM LP, as a Consenting Term 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/ Mike Frick
Name: Mike Frick
Title: Authorized Signer

BENEFIT STREET PARTNERS SMA-C II SPV L.P., as a Consenting Term Lender

By: Benefit Street Partners L.L.C., its portfolio manager

By: /s/ Mike Frick

Name: Mike Frick
Title: Authorized Signer

AMENDMENT AND RESTATEMENT AGREEMENT TO THE CREDIT AGREEMENT

AMENDMENT AND RESTATEMENT AGREEMENT TO THE CREDIT AGREEMENT, dated as of November 4, 2024 (this "**Agreement**"), by and among the persons signatory hereto as Refinancing Term Lenders (the "**Refinancing Term Lenders**"), each of the other Lenders party hereto, the Borrower (as defined below), each Guarantor (as defined in the Credit Agreement) as of the date hereof, Blue Owl Capital Corporation (the "**Predecessor Agent**") and Blue Torch Finance, LLC ("**Blue Torch**"), in its capacities as the administrative agent and collateral agent (as successor in interest to the Predecessor Agent) (in such capacities, the "**Administrative Agent**").

WHEREAS reference is hereby made to the Credit Agreement, dated as of September 13, 2019 (as amended by Amendment No. 1 to the Credit Agreement and Incremental Facility Amendment, dated as of March 20, 2020, Incremental Facility Agreement and Technical Amendment No. 2 to Credit Agreement, dated as of May 7, 2020, Incremental Facility Agreement No. 3, dated as June 11, 2020, Amendment No. 4 to the Credit Agreement and Incremental Facility Agreement, dated as May 7, 2021, Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, Amendment No. 6 to the Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023, Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among Blizzard Midco, LLC, a Delaware limited liability company ("**Holdings**"), Norvax, LLC, a Delaware limited liability company (the "**Borrower**"), the Lenders from time to time party thereto, the Predecessor Agent and the other parties party thereto;

WHEREAS the Borrower desires to obtain Credit Agreement Refinancing Indebtedness in the form of Permitted Equal Priority Refinancing Debt, the proceeds of which shall be used to (i) prepay in full all of the outstanding Term Loans (the "**Existing Term Loans**"), (ii) refinance an aggregate principal amount of $25,000,000 of Class A Revolving Loans, in each case, outstanding under the Credit Agreement immediately prior to the Restatement Effective Date (as defined below), and (iii) pay all accrued interest, fees and expenses related thereto (collectively, the "**Refinancing**").

WHEREAS the Refinancing Term Lenders have agreed to provide such Credit Agreement Refinancing Indebtedness in the aggregate principal amount of $475,000,000 (the "**Refinancing Term Loans**");

WHEREAS immediately after giving effect to the Refinancing, the Borrower, the Predecessor Agent and the Refinancing Term Lenders, constituting the Required Lenders under the Credit Agreement, desire to amend Article VIII of the Credit Agreement (the "**Pre-Restatement Amendment**") to (i) authorize the Predecessor Agent to resign notwithstanding any notice periods or similar restrictions existing in such Article VIII prior to giving effect to such amendment and (ii) authorize the appointment of Blue Torch as the successor administrative agent and collateral agent under the Loan Documents (the Credit Agreement, as modified by the foregoing amendments, the "**Pre-Restatement Amended Credit Agreement**").

WHEREAS, pursuant to Section 9.02 of the Pre-Restatement Amended Credit Agreement, the Borrower desires to establish an additional credit facility under the Restated Credit Agreement in the form of a revolving facility (the "**Deferred Revolving Facility**"), which Deferred Revolving Facility shall only

be made available to the Borrower upon the occurrence of the Class A Revolving Facility Termination

Date.

WHEREAS each person signatory hereto as a "Class A-1 Revolving Lender" (collectively, the "**Class A-1 Revolving Lenders**") has agreed to provide the Class A-1 Revolving Commitments (as defined below) in respect of the Deferred Revolving Facility in accordance with the terms and conditions set forth herein and in the Restated Credit Agreement.

WHEREAS, in accordance with Section 9.02 of the Pre-Restatement Amended Credit Agreement, Holdings, the Borrower, the Required Lenders and the Administrative Agent have agreed to amend and restate (i) the Credit Agreement as set forth in Annex A hereto, (ii) the Collateral Agreement as set forth in Annex B hereto, and (iii) the Guarantee Agreement as set forth in Annex C hereto (the "**Amendment and Restatement**"); and

NOW, THEREFORE, the parties hereto agree as follows:

Section 1 *Defined Terms; References*.

(a) Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Restated Credit Agreement (as defined below). The rules of construction and other interpretive provisions specified in Sections 1.03, 1.04, 1.08, 1.09 and 1.11 of the Restated Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

(b) As used in this Agreement, the following terms have the meanings specified below:

"**Agreement**" shall have the meaning provided in the preamble hereto.

"**Amendment and Restatement**" shall have the meaning provided in the recitals hereto.

"**Class A-1 Revolving Lenders**" shall have the meaning provided in the recitals hereto.

"**Class A-1 Revolving Commitment**" shall have the meaning provided in Section 4 hereof.

"**Deferred Revolving Facility**" shall have the meaning provided in the preamble hereto.

"**Existing Term Loans**" shall have the meaning provided in the recitals hereto.

"**Pre-Restatement Amended Credit Agreement**" shall have the meaning provided in the recitals hereto.

"**Pre-Restatement Amendment**" shall have the meaning provided in the recitals hereto.

"**Refinancing Term Lenders**" shall have the meaning provided in the preamble hereto.

"**Refinancing Term Loan Commitment**" shall have the meaning provided in Section 3(a) hereof.

"**Refinancing Term Loans**" shall have the meaning provided in the recitals hereto.

"**Restated Agreements**" shall mean the Restated Credit Agreement, the Restated Collateral Agreement and the Restated Guarantee Agreement.

"**Restated Credit Agreement**" shall mean the Pre-Restatement Amended Credit Agreement, as amended by this Agreement.

"**Restated Collateral Agreement**" shall mean the Collateral Agreement, dated September 13, 2019 (as amended, restated, supplemented or otherwise modified and in effect prior to the date hereof), among Holdings, the Borrower and the Predecessor Agent, as amended by this Agreement.

"**Restated Guarantee Agreement**" shall mean the Guarantee Agreement, dated September 13, 2019 (as amended, restated, supplemented or otherwise modified and in effect prior to the date hereof), among Holdings, the Borrower and the Predecessor Agent, as amended by this Agreement.

"**Restatement Effective Date**" shall have the meaning provided in Section 10 hereof.

"**Successor Agency Agreement**" shall have the meaning provided in Section 10 hereof.

Section 2. *Refinancing Term Loans*

(a) With effect from and including the consummation of the Refinancing on the Restatement Effective Date, each Refinancing Term Lender shall become party to the Credit Agreement as a "Lender" and a "Term Lender" and shall lend term loans to the Borrower in the amount set forth opposite its name on Schedule 1 hereto under the caption "Refinancing Term Loan Commitment" (its "**Refinancing Term Loan Commitment**"), and shall have all of the rights and obligations of a "Lender" and a "Term Lender" under the Credit Agreement and the other Loan Documents.

(b) On the Restatement Effective Date after giving effect to the Refinancing, each Existing Term Lender shall cease to be a Lender party to the Credit Agreement with respect to any Term Loans (and, for the avoidance of doubt, shall not be a party to the Pre-Restatement Amended Credit Agreement or to the Restated Credit Agreement as a Lender of any Term Loans), and all accrued and unpaid interest, premiums, fees and other amounts due and payable (other than contingent obligations not now due and payable and that by their terms survive the termination of the Credit Agreement) under the Credit Agreement for the account of each Existing Term Lender with respect to Existing Term Loans shall be due and payable on the Restatement Effective Date.

(c) On the Restatement Effective Date,

(i) each Refinancing Term Lender shall make its respective Refinancing Term Loan to the Borrower in accordance with this Section 2(c) and Section 2.01 of the Restated Credit Agreement by delivering to the Administrative Agent immediately available funds in an amount equal to its Refinancing Term Loan Commitment;

(ii) the Administrative Agent shall apply the proceeds of the Refinancing Term Loan in accordance with the instructions set forth in the funds flow memorandum to consummate the Refinancing;

(iii) the Predecessor Agent acknowledges and agrees that Blue Torch, in its capacity as the successor Administrative Agent, is administering payments to the lenders holding Existing

Term Loans in connection with the Refinancing on its behalf for the administrative convenience

Term Loans in connection with the Refinancing on its behalf for the administrative convenience of the parties.

(d) The Refinancing Term Loan Commitments provided for hereunder shall terminate immediately upon the borrowing of the Refinancing Term Loans pursuant to this Section 2.

(e) On the Restatement Effective Date after giving effect to the Amendment and Restatement, (x) each Refinancing Term Loan made on the Restatement Effective Date in accordance with Section 2 hereof shall constitute a "Term Loan" and "Initial Term Loan" for all purposes of the Restated Credit Agreement, and all provisions of the Restated Credit Agreement applicable to Initial Term Loans shall be applicable to the Refinancing Term Loans, and (y) the Refinancing Term Loan Commitment shall constitute a "Commitment" and "Initial Term Loan Commitment" for all purposes of the Restated Credit Agreement.

Section 3. *Successor Administrative Agent*. On the Restatement Effective Date, immediately upon occurrence of the Refinancing, the Borrower, the Predecessor Agent (including in its capacity as an "Issuing Bank" under the Credit Agreement) and the Refinancing Term Lenders, constituting the Required Lenders under the Credit Agreement, hereby agree that the Credit Agreement shall be amended to (i) permit the Predecessor Agent to resign as "Administrative Agent", "Collateral Agent" and "Agent" without regard to any notice periods or other provisions to the contrary in the Credit Agreement and (ii) permit Blue Torch to be appointed as "Administrative Agent", "Collateral Agent" and "Agent" under the Credit Agreement. By delivery of their respective signature pages to this Agreement and the Successor Agency Agreement, (a) the Predecessor Agent hereby resigns as "Administrative Agent", "Collateral Agent" and "Agent" under the Loan Documents, (b) the Required Lenders hereby appoint Blue Torch as "Administrative Agent", "Collateral Agent" and "Agent" under the Loan Documents, (c) the Borrower hereby consents to such appointment, and (d) Blue Torch hereby accepts such appointment.

Section 4. *Class A-1 Revolving Credit Facility*. On the Restatement Effective Date, immediately upon the occurrence of the Amendment and Restatement, each Class A-1 Revolving Lender shall have a Class A-1 Revolving Commitment in the amount set forth opposite its name on Schedule 2 hereto under the caption "Class A-1 Revolving Commitment" (the "**Class A-1 Revolving Commitment**") and agrees to make Class A-1 Revolving Loans to the Borrower from time to time after the Class A Revolving Termination Date, subject to the terms and conditions in the Restated Credit Agreement. With effect on and as of the Restatement Effective Date, each Class A-1 Revolving Lender shall have all of the rights and obligations of a "Lender" and a "Revolving Lender" under the Restated Credit Agreement and the other Loan Documents and each Class A-1 Revolving Commitment shall constitute a "Revolving Commitment" for all purposes of the Restated Credit Agreement.

Section 5. *Amendment and Restatement*. Each of the parties hereto agrees that, effective on the Restatement Effective Date, immediately following the consummation of the Refinancing and the Pre-Restatement Amendment:

(a) The Pre-Restatement Amended Credit Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: added double-underlined text) as set forth in the Restated Credit Agreement attached as Annex A hereto.

(b) The Collateral Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text

(indicated textually in the same manner as the following example: added double-underlined text) as set forth in the Restated Collateral Agreement attached as Annex B hereto.

(c) The Guarantee Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: added double-underlined text) as set forth in the Restated Guarantee Agreement attached as Annex C hereto.

Section 6. *Effect of Agreement; Reaffirmation; Etc.* Except as expressly set forth herein or in the Restated Agreements, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement, the Pre-Restatement Amended Credit Agreement, the Collateral Agreement, the Guarantee Agreement or under any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Pre-Restatement Amended Credit Agreement, the Collateral Agreement, the Guarantee Agreement or any other provision thereof or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the foregoing, after giving effect to the Agreement, (i) each Loan Party acknowledges and agrees that (A) each Loan Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Pre-Restatement Amended Credit Agreement, as amended hereby) and (B) the Security Documents to which it is a party to, and all of the Collateral does, and in each case shall continue to, secure the payment of all Loan Document Obligations (including, for the avoidance of doubt, the Refinancing Term Loans made on the Restatement Effective Date) on the terms and conditions set forth in such Security Documents, and hereby ratifies the security interests granted by it pursuant to such Security Documents and (ii) each Guarantor hereby confirms and ratifies its continuing unconditional obligations as Guarantor under the Guarantee Agreement. The parties hereto acknowledge and agree that the amendments of the Credit Agreement, the Collateral Agreement and the Guarantee Agreement pursuant to this Agreement and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement, the Collateral Agreement or any other Loan Documents as in effect prior to the Restatement Effective Date. References in each of the Credit Agreement, the Collateral Agreement and the Guarantee Agreement to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") and references to the Credit Agreement, the Collateral Agreement or the Guarantee Agreement in other Loan Documents shall in each case be deemed to be references to the Credit Agreement, the Collateral Agreement and the Guarantee Agreement (as the context shall apply) as amended by this Agreement.

Section 7. *Representations of Loan Parties.* Each of the Loan Parties hereby represents and warrants that:

(a) the representations and warranties set forth in Article III of the Restated Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Restatement Effective Date with the same effect as though made on and as of such date (and deeming this Agreement to be a "Loan Document" for purposes of each such representation and warranty), except to the extent such representations and warranties expressly relate to an earlier date, in which case they are true and correct in all material respects as of such earlier date; *provided*, that any such representation and warranty that is qualified by "materiality", "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the Restatement Effective Date with the same effect as though made on and as of such date or such earlier date, as applicable; and

(b) as of the Restatement Effective Date, no Default or Event of Default exists or

(b) as of the Restatement Effective Date, no Default or Event of Default exists or would result from the transactions contemplated by this Agreement, including the borrowing of the Refinancing Term Loans.

Section 8. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 9. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts) (including by email or other electronic transmission (i.e., a "pdf" or "tif")), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. 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. Each party 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 accepting 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 and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

Section 10. *Conditions to Effectiveness of this Agreement.* The effectiveness of the agreements set forth in this Agreement shall become effective on the date (the "**Restatement Effective Date**") when each of the following conditions shall have been satisfied (or waived, as applicable) and, in connection with the foregoing, the execution by the Administrative Agent of this Agreement and the Successor Agency Agreement:

(a) the Administrative Agent (and, in the case of clauses (a)(i) and (a)(iii), the Predecessor Agent) shall have received:

(i) from each Loan Party, each Refinancing Term Lender, each Class A-1 Revolving Lender and the Predecessor Agent, a counterpart of this Agreement signed on behalf of such party;

(ii) from each Loan Party, a counterpart of the Fee Letter;

(iii) from the Predecessor Agent and each Loan Party, a counterpart of a successor agency appointment and agency transfer agreement (the "**Successor Agency Agreement**"); and

(iv) from the Borrower, a Notice of Borrowing with respect to the Refinancing Term Loans setting forth the information specified in Section 2.03 of the

Restated Credit Agreement, together with a disbursement letter, in form and substance satisfactory to the Administrative Agent, and related funds flow memorandum describing the sources and uses of all payments to be made on the Restatement Effective Date in connection with the transactions contemplated by this Agreement.

(b) the representations and warranties set forth in Section 7 hereof shall be true and correct and no Default or Event of Default shall have occurred and be continuing, in each case, as of the Restatement Effective Date;

(c) the Administrative Agent shall have received all documentation and other information about Holdings, the Borrower and the other Loan Parties that shall have been reasonably requested by the Administrative Agent or the Refinancing Term Lenders that are required by regulatory authorities under applicable "know your customer," anti-money laundering rules and regulations, including without limitation the PATRIOT ACT, including, if the Borrower qualifies as a "legal entity customer" under the requirements of the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower. The Administrative Agent and the Refinancing Term Lenders acknowledge that the requirements in this clause (c) have been satisfied on behalf of Holdings, the Borrower and the other Loan Parties prior to the date hereof.

(d) the Borrower shall have paid all fees required to be paid in connection with this Agreement (such fees to be payable in immediately available funds or, at the option of the Refinancing Term Lenders, offset against the proceeds of the Refinancing Term Loans);

(e) the Administrative Agent and the Lenders shall have received payment for all reasonable and documented and invoiced out-of-pocket costs and expenses required to be paid or reimbursed under Section 9.03 of the Restated Credit Agreement on the Restatement Effective Date, for which invoices have been presented at least one day prior to the Restatement Effective Date (or such shorter time as the Borrower may agree);

(e) after giving effect to all of the transactions contemplated hereby (including the incurrence of the Refinancing Term Loans), the Loan Parties and their Subsidiaries on a consolidated basis are Solvent; and

(f) the Administrative Agent shall have received:

(i) a certificate of each Loan Party, dated the Restatement Effective Date, executed by an Authorized Officer of 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 each Loan Party (including all amendments thereto), certified, to the extent applicable, as of a recent date by the applicable secretary of state or other relevant Governmental Authority of the jurisdiction of organization of each Loan Party, (2) as to the names, incumbent offices, signature and business email addresses of the Responsible Officers of each Loan Party authorized to sign and deliver this Agreement and the other Loan Documents, and (y) attaching the documents referred to in clauses (ii) and (iii) below;

(ii) 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 Loan Party;

(iii) a copy of the resolutions of the Board of Directors or other governing

(iii) 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 (x) the execution, delivery and performance of this Agreement and all agreements relating hereto to which it is a party, including the performance of its obligations under the Restated Agreements, and (b) in the case of the Borrower, the borrowing of the Refinancing Term Loans contemplated hereunder;

(iv) a customary legal opinion of Simpson Thacher & Bartlett LLP, counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent, the Refinancing Term Lenders and the Class A-1 Revolving Lenders; and

(v) a certificate of the Borrower, dated the Restatement Effective Date and confirming compliance with the conditions set forth in Section 10(b) and (e) hereof.

Section 11. *No Novation*. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement, the Pre-Restatement Amended Credit Agreement, the Collateral Agreement, the Guarantee Agreement or any other Loan Document, which shall each remain in full force and effect except as expressly modified hereby. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Security Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Loan Documents.

Section 12. *Miscellaneous*. Sections 9.03, 9.07, 9.09 and 9.10 of the Credit Agreement are incorporated herein by reference and apply *mutatis mutandis*. On and after the effectiveness of this Agreement, this Agreement shall for all purposes constitute a Loan Document. This Agreement, the Restated Agreements and the other Loan Documents represent the final agreement between the parties hereto and thereto and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

[SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 95EA681F-E574-4C6E-8379-920A13EF634D

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

Docusign Envelope ID: 95EA681F-E574-4C6E-8379-920A13EF634D

GOHEALTH, LLC,

as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

CONNECTED BENEFITS, LLC,
as a Guarantor

By: /s/ Vijay Kotte
Name: Vijay Kotte
Title: Chief Executive Officer

BLUE OWL CAPITAL CORPORATION,
as Predecessor Agent and Issuing Bank under the Credit Agreement

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: /s/ Adam Forchheimer
Name: Adam Forchheimer
Title: Authorized Signatory

Docusign Envelope ID: 8454F294-722D-4FAB-B79E-A2A50DFBD60A

BLUE TORCH FINANCE, LLC,
as Administrative Agent

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Authorized Signatory

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP,
as a Refinancing Term Lender and a Class A-1 Revolving Lender

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: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES UNLEVERED FUND III LP,
as a Refinancing Term Lender and a Class A-1 Revolving Lender

By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: /s/ Kevin Genda
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND III LLC,
as a Refinancing Term 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: Managing Member

Docusign Envelope ID: 8454F294-722D-4FAB-B79E-A2A50DFBD60A

BTC HOLDINGS FUND III-B LLC,

as a Refinancing Term 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: Managing Member

Docusign Envelope ID: F8F57B56-0006-4084-A235-C9F6C6CBD9BD

PSP INVESTMENTS CREDIT USA LLC,
as a Refinancing Term Lender and a Class A-1 Revolving Lender

By: /s/ Ben Schneider
Name: Ben Schneider
Title: Authorized Signatory

By: /s/ Fran Blair
Name: Fran Blair
Title: Authorized Signatory

REDWOOD MASTER FUND LTD.,

as a Refinancing Term Lender and a Class A-1 Revolving Lender

By: Redwood Capital Management, LLC, its investment manager

By: /s/ Ruben Kliksberg
Name: Ruben Kliksberg
Title: CEO

REDWOOD DRAWDOWN MASTER FUND III, L.P.,
as a Refinancing Term Lender and a Class A-1 Revolving Lender

By: Redwood Capital Management, LLC, its investment manager

By: /s/ Ruben Kliksberg
Name: Ruben Kliksberg
Title: CEO

REDWOOD ENHANCED INCOME CORPORATION,
as a Refinancing Term Lender and a Class A-1 Revolving Lender

By: Redwood Capital Management, LLC, its adviser

By: /s/ Sean Sauler
Name: Sean Sauler
Title: Deputy CEO

Schedule 1

Refinancing Term Loan Commitment

Refinancing Term Lender	**Refinancing Term Loan Commitment**
Blue Torch Credit Opportunities Fund III LP	$66,887,378.86
Blue Torch Credit Opportunities Unlevered Fund III LP	$10,918,973.53
BTC Holdings Fund III, LLC	$48,147,502.29
BTC Holdings Fund III-B, LLC	$60,320,655.12
PSP Investments Credit USA LLC	$186,274,509.80
Redwood Master Fund Ltd.	$56,271,638.73
Redwood Drawdown Master Fund III, L.P.	$38,004,647.55
Redwood Enhanced Income Corporation	$8,174,694.12
Total	**$475,000,000**

Schedule 2

Class A-1 Revolving Commitments

Class A-1 Revolving Lender	**Class A-1 Revolving Commitment**
Blue Torch Credit Opportunities Fund III LP	$12,920,934.25
Blue Torch Credit Opportunities Unlevered Fund III LP	$804,555.95
PSP Investments Credit USA LLC	$13,725,490.20
Redwood Master Fund Ltd.	$4,146,331.27
Redwood Drawdown Master Fund III, L.P.	$2,800,342.45
Redwood Enhanced Income Corporation	$602,345.88
Total	**$35,000,000**

Annex A

(See attached.)

4139-1714-6964

Excluded Subsidiaries

None.

Schedule 2.01
Commitments

Initial Term Loan Commitments:

Lender	Initial Term Loan Commitment
Blue Torch Credit Opportunities Fund III LP	$66,887,378.86
Blue Torch Credit Opportunities Unlevered Fund III LP	$10,918,973.53
BTC Holdings Fund III, LLC	$48,147,502.29
BTC Holdings Fund III-B, LLC	$60,320,655.12
PSP Investments Credit USA LLC	$186,274,509.80
Redwood Master Fund Ltd.	$56,271,638.73
Redwood Drawdown Master Fund III, L.P.	$38,004,647.55
Redwood Enhanced Income Corporation	$8,174,694.12
Total	**$475,000,000**

Class A Revolving Commitments:

Lender	Class A Revolving Commitment
MidCap Financial Investment Corporation	$1,590,909.09
MidCap Financial Trust	$3,409,090.91
Bank of America, N.A.	$14,000,000.00
Barclays Bank PLC	$11,500,000.00
Benefit Street Partners Capital Opportunity Fund II L.P.	$65,000.00
Benefit Street Partners Debt Fund IV LP	$557,500.00
Benefit Street Partners Debt Fund IV Master (Non-US) LP	$550,500.00
Benefit Street Partners Senior Secured Opportunities (U) Master Fund (Non-US) L.P.	$3,500.00

Benefit Street Partners Senior Secured Opportunities Fund L.P.	$103,500.00

Benefit Street Partners Senior Secured Opportunities Master Fund (Non-US) LP	$121,000.00
Benefit Street Partners SMA LM L.P.	$32,500.00
Benefit Street Partners SMA-C II LP	$87,500.00
Benefit Street Partners SMA-K LP	$65,500.00
Benefit Street Partners SMA-T L.P.	$222,000.00
Franklin BSP Capital Corporation	$576,000.00
Landmark Wall SMA L.P.	$115,500.00
Blue Owl Capital Corporation	$6,136,363.63
Blue Owl Capital Corporation II	$1,363,636.37
Goldman Sachs Lending Partners LLC	$14,000,000.00
Morgan Stanley Senior Funding, Inc.	$14,000,000.00
Royal Bank of Canada	$11,500,000.00
Truist Bank	$8,500,000.00
Total	**$88,500,000**

Class A-1 Revolving Commitments:

Lender	Class A-1 Revolving Commitment
Blue Torch Credit Opportunities Fund III LP	$12,920,934.25
Blue Torch Credit Opportunities Unlevered Fund III LP	$804,555.95
PSP Investments Credit USA LLC	$13,725,490.20
Redwood Master Fund Ltd.	$4,146,331.27
Redwood Drawdown Master Fund III, L.P.	$2,800,342.45
Redwood Enhanced Income Corporation	$602,345.88

Total	**$35,000,000**

CREDIT AGREEMENT

dated as of

September 13, 2019,

as amended by Amendment No. 1, dated as of March 20, 2020,
Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020,
Incremental Facility Agreement No. 3, dated as of June 11, 2020,
Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021,
Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021
Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021,
Amendment No. 7 to Credit Agreement, dated as of March 14, 2022,
Amendment No. 8 to Credit Agreement, dated as of August 12, 2022,
Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022,
Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023 ~~and~~
Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024,
Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024 and

as amended and restated by Amendment and Restatement Agreement, dated as of November 4, 2024

among

BLIZZARD MIDCO, LLC,
as Holdings,

~~BLIZZARD MERGER SUB, LLC (and after giving effect to the Merger,~~ NORVAX, LLC~~)~~,
as the Borrower,

The LENDERS and ISSUING BANKS Party Hereto,

and

BLUE TORCH FINANCE, ~~OW~~LLC ~~CAPITAL CORPORATION~~,
as Administrative Agent~~,~~ and Collateral Agent ~~and Swingline Lender~~

~~BLUE OWL CREDIT ADVISORS LLC, MIDCAP FINANCIAL TRUST AND BENEFIT STREET PARTNERS L.L.C.,~~
~~as Joint Lead Arrangers and Joint Bookrunners~~

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Exhibit B — Form of Borrowing Request
Exhibit C — Form of Collateral Agreement
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Exhibit E — Form of Junior Priority Intercreditor Agreement
Exhibit F — Form of Guarantee Agreement
Exhibit G — Form of Interest Election Request
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~~Exhibit K — Form of Intercompany Note~~
~~Exhibit L — Form of Promissory Note~~

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Exhibit C — Form of Collateral Agreement
Exhibit D — Form of Equal Priority Intercreditor Agreement
Exhibit E — Form of Junior Priority Intercreditor Agreement
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

dated as of March 20, 2020, Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020, Incremental Facility Agreement No. 3, dated as of June 11, 2020, Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023 and Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024, as amended and restated by Amendment and Restatement Agreement, dated as of November 4, 2024, and as further amended, this "**Agreement**"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("**Initial Holdings**"), BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("**Merger Sub**"), and after giving effect to the Merger, NORVAX, LLC, a Delaware limited liability company ("**Norvax**"), the LENDERS and ISSUING BANKS party hereto and BLUE TORCH FINANCE, ~~OW~~LLC ~~CAPITAL CORPORATION (formerly known as Owl Rock Capital Corporation)~~, as Administrative Agent and as Collateral Agent.

RECITALS

WHEREAS, on the Original Closing Date, Holdings and the Borrower requested that, immediately upon the satisfaction in full of the applicable conditions precedent set forth in Section 4.01 of this Agreement as in effect on the Original Closing Date, the Lenders and Issuing Banks extend credit to the Borrower in the form of (a) $300,000,000 in aggregate principal amount of term loans to be borrowed on the Original Closing Date and (b) a revolving credit facility in an initial aggregate principal amount of $30,000,000 of Revolving Commitments;

~~WHEREAS, pursuant to the Merger Agreement, (a) Blizzard Parent, LLC, a Delaware limited liability company ("**Parent**") will acquire (the "**Acquisition**"), directly or indirectly, all of the limited liability company interests of Norvax, LLC, a Delaware limited liability company (the "**Target**") through certain investor exchange agreements and the merger of Merger Sub with and into the Target (the "**Merger**"), with the Target being the surviving entity of such merger (the "**Merger**") and the Target will become a wholly owned direct or indirect subsidiary of Initial Holdings (the direct Subsidiary of Parent) and (b) except with respect to certain equity interests of the Target held by, without limitation, equityholders, management and/or employees of the Target and its subsidiaries which will be rolled over into Equity Interests in Parent or a Parent Entity of Parent (in such capacity, the "**Rollover Investors**"), the equity holders of the Target will receive cash in exchange for their Equity Interests in the Target (collectively, the "**Merger Consideration**").~~

~~**WHEREAS**, the Investors will, directly or indirectly, make the Equity Contribution;~~

WHEREAS, ~~in connection with the foregoing~~as of the Effective Date, Holdings and the Borrower have requested that, immediately upon the satisfaction in full of the applicable conditions precedent set forth in ~~Section 4.01 below, the~~the Amendment and Restatement Agreement, the Refinancing Term Lenders ~~and Issuing Banks~~ extend credit to the Borrower in the form of (a) $~~300,000,000~~475,000,000 in aggregate principal amount of ~~Initial~~Refinancing Term Loans to be

borrowed on the Effective Date and (b) a revolving credit facility in an initial aggregate principal amount of $~~30,000,000~~35,000,000 of Revolving Commitments;

WHEREAS, the proceeds of the ~~Initial~~Refinancing Term Loans ~~and Revolving Loans (to the extent permitted in accordance with Section 5.10), in each case,~~ to be made on the Effective Date, ~~together with (a) a portion of the cash on hand at the Target and its Subsidiaries and (b) the proceeds of the Equity Contribution,~~ will be used to pay for the Effective Date Refinancing and to finance a portion of the Transactions (including ~~working capital and/or purchase price adjustments and~~ the payment of ~~the Merger Consideration and the~~ Transaction Costs);

WHEREAS, the Lenders have indicated their willingness to extend such credit and the Issuing Banks have indicated their willingness to issue Letters of Credit, in each case on the terms and subject to the conditions set forth below;

WHEREAS, in connection with the foregoing and as an inducement for the Lenders and the Issuing Banks 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); and

WHEREAS, in connection with the foregoing and as an inducement for the Lenders and the Issuing Banks 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 ~~1~~I

~~DEFINITIONS~~

DEFINITIONS

SECTION 1.01~~.~~ Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

~~"**2020 Incremental Closing Date**" has the meaning assigned to such term in Amendment No. 1.~~

~~"**2020 Incremental Revolving Commitments**" means, in respect of each 2020 Incremental Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 2. The aggregate amount of 2020 Incremental Revolving Commitments as of the Incremental Facility Agreement No. 2 Effective Date is $20,000,000.~~

~~"**2020 Incremental Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 2.~~

~~"**2020 Incremental Term Lenders**" has the meaning assigned to such term in the~~

Amendment No. 1.

"**2020 Incremental Term Loan Commitments**" means with respect to each 2020 Incremental Term Lender, the amount set forth opposite such Lender's name on Schedule 1 to the Amendment No. 1. The aggregate amount of 2020 Incremental Term Loan Commitments as of the Amendment No. 1 Effective Date is $117,000,000.

"**2020 Incremental Term Loan Facility**" means the facility under which the 2020 Incremental Term Loans are made available pursuant to the Amendment No. 1.

"**2020 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 1.

"**2020 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.

"**2021 Incremental Term Lenders**" has the meaning assigned to such term in Amendment No. 5.

"**2021 Incremental Term Loan Commitments**" has the meaning assigned to such term in Amendment No. 5.

"**2021 Incremental Term Loan Facility**" means the facility under which the 2021 Incremental Term Loans are made available pursuant to Amendment No. 5.

"**2021 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 5.

"**2021 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.

"**2021-2 Incremental Term Lenders**" has the meaning assigned to such term in Amendment No. 6.

"**2021-2 Incremental Term Loan Closing Date**" means the "Incremental Funding Date" as defined in Amendment No. 6, which, for the avoidance of doubt, is November 10, 2021.

"**2021-2 Incremental Term Loan Commitments**" has the meaning assigned to such term in Amendment No. 6. The aggregate amount of 2021-2 Incremental Term Loan Commitments as of the Amendment No. 6 Effective Date is $100,000,000.

"**2021-2 Incremental Term Loan Facility**" means the facility under which the 2021-2 Incremental Term Loans are made available pursuant to Amendment No. 6.

"**2021-2 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 6.

~~"**2021-2 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.~~

"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).

"Acquired EBITDA" means, with respect to any Pro Forma Entity for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Pro Forma Entity and its Subsidiaries which will become Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity.

"Acquired Entity or Business" has the meaning assigned to such term in the definition of "Consolidated EBITDA~~.~~".

~~"**Acquisition**" has the meaning assigned to such term in the recitals to this Agreement.~~

"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 ~~reserve~~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 Restricted Subsidiary.

"Acquisition Debt" has the meaning assigned to such term in Section 6.01(a)(xxvi).

"Acquisition Transaction" means the purchase or other acquisition, by merger, consolidation or otherwise, by the Borrower or any Restricted 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 Restricted 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).

"Additional Lender" means, at any time, any bank, other financial institution or institutional lender or investor (including any such bank, financial institution or institutional lender or investor that is a Lender at such time) that agrees to provide any portion of any (a) Incremental Facility pursuant to an Incremental Facility Amendment in accordance with Section 2.20 or (b) Credit Agreement Refinancing Indebtedness; provided that each Additional Lender shall be subject to the approval of (i) the Administrative Agent, each Issuing Bank and the Swingline Lender (such approval in each case not to be unreasonably withheld or delayed) and (ii) the Borrower, in each of the foregoing clauses (i) and (ii), to the extent such approval would be required pursuant to Section 9.04 if an assignment of the applicable Loans or Commitments were being made to such Additional Lender.

"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 ~~Owl Capital Corporation~~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 ~~8~~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.

~~"**After Year End Payment**" has the meaning assigned to such term in Section 2.11(d).~~

"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 Restricted Subsidiary to avoid the application of Section 163(e)(5) of the Code thereto.

"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 and solely with respect to Initial Term Loans, the ~~2020 Incremental Term Loans, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans, the~~ Alternate Base Rate will be deemed to be ~~2.00~~4.00% per annum if the Alternate Base Rate calculated pursuant to the foregoing provisions would otherwise be less than ~~2.00~~4.00% per annum.

~~"**Amendment No. 1**" means that certain Amendment No. 1 to Credit Agreement and Incremental Facility Agreement, dated as of March 20, 2020, among Holdings, the Borrower, the 2020 Incremental Term Lenders party thereto, the Administrative Agent, the Lenders party thereto constituting the Required Lenders and the other parties party thereto.~~

~~"**Amendment No. 1 Effective Date**" has the meaning assigned to such term in Amendment No. 1.~~

~~"**Amendment No. 5**" means that certain Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, among the Borrower, each Guarantor, the Revolving Lenders party thereto, the Amendment No. 5 Term Loan Lenders party thereto, the Administrative Agent, and the other parties party thereto.~~

~~"**Amendment No. 5 Effective Date**" has the meaning assigned to such term in Amendment No. 5.~~

~~"**Amendment No. 6**" means that certain Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, among Holdings, the Borrower, the 2021-2 Incremental Term Lenders party thereto, the Administrative Agent, the Lenders party thereto constituting the Required Lenders and the other parties party thereto.~~

~~"**Amendment No. 6 Effective Date**" has the meaning assigned to such term in Amendment No. 6, which, for the avoidance of doubt, is November 10, 2021.~~

"Amendment ~~No. 7~~and Restatement Agreement" means that certain Amendment ~~No. 7 to the Credit~~and Restatement Agreement, dated as of ~~March 14~~November 4, ~~2022~~2024, among ~~Holdings,~~ the Borrower, Holdings, the other Guarantors, the Lenders party thereto ~~constituting the Required Lenders~~, the other parties thereto and the Administrative Agent.

~~"**Amendment No. 7 Fee Letter**" means that certain Fee Letter, dated as of March 14, 2022, by and among the Borrower and Golub Capital LLC.~~

~~"**Amendment No. 7 Effective Date**" has the meaning assigned to such term in Amendment No. 7, which, for the avoidance of doubt, is March 14, 2022.~~

~~"**Amendment No. 8**" means that certain Amendment No. 8 to the Credit Agreement,~~

dated as of August 12, 2022, among Holdings, the Borrower, the other Guarantors, the Lenders party thereto constituting the Required Lenders and the Administrative Agent.

"**Amendment No. 8 Effective Date**" has the meaning assigned to such term in Amendment No. 8, which, for the avoidance of doubt, is August 12, 2022.

"Amendment No. 11" means that certain Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, among Holdings, the Borrower, the other Guarantors, the Lenders party thereto and the Original Administrative Agent.

"Amendment No. 11 Effective Date" has the meaning assigned to such term in Amendment No. 11, which, for the avoidance of doubt, is March 12, 2024.

"**Amendment No. 11 Fee Letter**" means that certain Amendment No. 11 to the Credit Agreement Fee Letter, dated as of March 12, 2024, by and among the Borrower and Golub Capital LLC.

"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 LC Fronting Sublimit" means (a) with respect to each Issuing Bank on the Effective Date, the amount set forth opposite such Issuing Bank's name on SectionSchedule 2.05 and (b) with respect to any other Person that becomes an Issuing Bank pursuant to Section 2.05(k) or Section 9.04(i), such amount as agreed to in writing by the Borrower and such Person at the time such Person becomes an Issuing Bank, as each of the foregoing amounts may be decreased or increased from time to time with the written consent of the Borrower and the Issuing Banks so long as the aggregate Applicable LC Fronting Sublimit of all Issuing Banks does not exceed the Letter of Credit Sublimit (provided that any increase in the Applicable LC Fronting Sublimit with respect to any Issuing Bank shall require the consent of only the Borrower and such Issuing Bank).

"Applicable Percentage" means, at any time with respect to any Class A Revolving Lender, the percentage of the aggregate Class A Revolving Commitments (carried out to the ninth decimal place) represented by such Lender's Class A Revolving Commitment at such time (or, if the Class A Revolving Commitments have terminated or expired, such Lender's share of the aggregate Class A Revolving Exposures of all Revolving Lenders at that time). If the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments pursuant to this Agreement and to any Lender's status as a Defaulting Lender at the time of determination.

"**Applicable Premium**" means with respect to any 2020 Incremental Term Loan on any Prepayment Date, the greater of:

(1) 2.00%; and

(2) the fraction, expressed as a percentage, consisting of (A) (a) (i) the sum of the present values at such Prepayment Date of (I) the price at which such Loan could be voluntarily prepaid on the date that is two years after the 2020 Incremental Closing Date in accordance with Section 2.11(a) (including any premium required pursuant to Section 2.11(a)), and (II) each scheduled payment of interest to be made on such Loan on or after such Prepayment Date through (and including) the date that is two years after the 2020 Incremental Closing Date (but, in the case of the first such scheduled payment of interest, excluding any amount of interest accrued prior to the Prepayment Date), in each case, discounted to the Prepayment Date on a quarterly basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate as of such Prepayment Date plus 50 basis points, minus (ii) accrued but unpaid interest to, but excluding, the Prepayment Date over (b) the principal amount of such Loan, divided by (B) the principal amount of such Loan.

Calculation of the Applicable Premium will be made by the Borrower or on behalf of the Borrower by such Person as the Borrower shall designate (and the amount of the Applicable Premium shall be provided by the Borrower to the Administrative Agent promptly following the calculation thereof); *provided* that such calculation or the correctness thereof shall not be a duty or obligation of the Administrative Agent.

"**Applicable Rate**" means, for any day,

(a) with respect to any Initial Term Loan (i) prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (ii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iii) from and after the Amendment No. 11 Effective Date, as follows

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(b) with respect to any 2020 Incremental Term Loan (i) prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (ii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iii) from and after the Amendment No. 11 Effective Date, as follows

Period	ABR Loans	SOFR Loans

From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(c) with respect to any 2021 Incremental Term Loan (i) prior to the 2021-2 Incremental Term Loan Closing Date, (x) that is an ABR Loan, 3.00% per annum or (y) that is a SOFR Loan, 4.00% per annum, (ii) from and after the 2021-2 Incremental Term Loan Closing Date and prior to the Amendment No. 7 Effective Date, (x) that is an ABR Loan, 4.00% per annum or (y) that is a SOFR Loan, 5.00% per annum, (iii) from and after the Amendment No. 7 Effective Date and prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (iv) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (v) from and after the Amendment No. 11 Effective Date, as follows:

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(d) with respect to any 2021-2 Incremental Term Loan (i) prior to the Amendment No. 7 Effective Date, (x) that is an ABR Loan, 4.00% per annum or (ii) that is a SOFR Loan, 5.00% per annum, (ii) from and after the Amendment No. 7 Effective Date and prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (iii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iv) from and after the Amendment No. 11 Effective Date, as follows:

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

~~(e) with respect to any Revolving Loan prior to the Amendment No. 5 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum,~~

~~(f) with respect to any Class A Revolving Loan on and after the Amendment No. 5 Effective Date and prior to the Amendment No. 11 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum,~~

~~(g)~~ "Applicable Rate" means, for any day, (a) with respect to any Initial Term Loan or Class A-1 Revolving Loan (i) that is an ABR Loan, 6.50% per annum or (ii) that is a SOFR Loan, 7.50% per annum, and (b) with respect to any Class A Revolving Loan on and after the Amendment No. 11 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum~~,~~ ~~and~~; provided that so long as no Event of Default has occurred and is continuing on the Class A Revolving Facility Termination Date, the "Applicable Rate" shall mean, for any day on or after the Class A Revolving Facility Termination Date, with respect to any Initial Term Loan or Class A-1 Revolving Loan (x) that is an ABR Loan, 6.25% per annum or (y) that is a SOFR Loan, 7.25% per annum.

~~(h) with respect to any Class B Revolving Loan on and after the Amendment No. 5 Effective Date (i) that is an ABR Loan, 3.00% per annum or (ii) that is a SOFR Loan, 4.00% per annum.~~

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

~~"**Approved Foreign 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.

~~"**April TL Prepayment**" has the meaning assigned to such term in Amendment No. 11.~~

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

"Asset Coverage Covenant" has the meaning assigned to such term in Section 6.13(b).

"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.

"Audited Financial Statements" means the audited consolidated balance sheet of ~~the T~~Parent and its consolidated subsidiaries as of December 31, ~~2017 and December 31, 2018~~2023 and the related audited consolidated statements of operations and consolidated statements of comprehensive income, consolidated statements of changes in ~~Redeemable Class B Units and~~ members' equity and

consolidated audited statements of cash flows ~~for the fiscal years ended December 31, 2017 and~~

December 31, 2018.

"**Available Amount**" means, at any date of determination, a cumulative amount equal to (without duplication):

(a) an amount (which shall not be less than zero) equal to the Available Excess Cash Flow Amount as of such date, *plus*

(b) (i) the Net Proceeds of sales of Investments and (ii) Returns, profits, distributions and similar amounts on Investments (not to exceed the original amount of such Investments), in the case of each of clause (i) and (ii), to the extent (x) received by the Borrower and the Restricted Subsidiaries after the Effective Date and on or prior to such date, (y) in the form of cash or Cash Equivalents and (z) such Investment was made using the Available Amount, *plus*

(c) Investments of the Borrower or any Restricted Subsidiary in any Unrestricted Subsidiary or any third party (including any Joint Venture) that has been re-designated as a Restricted Subsidiary or that has been merged, amalgamated or consolidated with or into, or transfers or conveys all of its assets to, or is liquidated, wound up or dissolved into, the Borrower or any Restricted Subsidiary, in each case (x) after the Effective Date and on or prior to such date (up to the lesser of (i) the Fair Market Value of the Investments of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or third party at the time of such re-designation or merger, amalgamation or consolidation and (ii) the Fair Market Value of the original Investment by the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or third party; *provided* that, in the event such original Investment was made with cash, the Fair Market Value of such Investment shall be deemed to be the cash value) and (y) to the extent such Investment was made using the Available Amount, *plus*

(d) the Net Proceeds of a sale or other Disposition of any Unrestricted Subsidiary or Joint Venture (including the issuance of stock of an Unrestricted Subsidiary) received by the Borrower or any Restricted Subsidiary to the extent the Investment in such Unrestricted Subsidiary or Joint Venture was made using the Available Amount (not to exceed the original amount of such Investments), *plus*

(e) to the extent not included in Consolidated Net Income, dividends or other distributions or Returns on capital received by the Borrower or any Restricted Subsidiary from an Unrestricted Subsidiary or Joint Venture to the extent the Investment in such Unrestricted Subsidiary or Joint Venture was made using the Available Amount (not to exceed the original amount of such Investments);

provided that, any action or event that occurs during the Suspension Period that would otherwise have the effect of increasing the Available Amount under clauses (a), (b), (c), (d) and (e) above, shall be disregarded for purposes of calculating the Available Amount.

~~"**Available Equity Amount**" means, at any date of determination, a cumulative amount of cash or Cash Equivalents or the Fair Market Value of other property or assets equal to (without duplication):~~

~~(a) the greater of (i) $5,000,000 and (ii) 12.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of determination (measured as of the date such determination based upon the financial statements most recently delivered on or prior to such date pursuant to Section 5.01(a) or (b)), *plus*~~

~~(b) after the Suspension Period has ended, the aggregate amount of cash and Cash Equivalents and the Fair Market Value of marketable securities or other property, in each case, contributed to the capital of the Borrower, or the proceeds received by the Borrower from the issuance of any Equity Interests of any Parent Entity (including Holdings) or the Borrower (or incurrences of Indebtedness that have been converted into or exchanged for Qualified Equity Interests of Holdings or the Borrower), in each case during the period after the Effective Date through and including such date, but excluding (i) amounts received from Holdings, the Borrower or any Restricted Subsidiary and (ii) all proceeds from the issuances of Disqualified Equity Interests (for the avoidance of doubt, no transaction shall be made in reliance on this clause (b) during the Suspension Period), *plus*~~

~~(c) Returns received after the Effective Date and on or prior to such date in cash or Cash Equivalents by the Borrower and the Restricted Subsidiaries on Investments made using the Available Equity Amount (not to exceed the original amount of such Investments), *plus*~~

~~(d) the aggregate amount as of such date of any Retained Declined Proceeds since the Effective Date;~~

~~*provided* that the Available Equity Amount shall not include any Cure Amount;~~

~~*provided further* that, any action or event that occurs during the Suspension Period that would otherwise have the effect of increasing the Available Equity Amount under clauses (a), (b), (c) and (d) above, shall be disregarded for purposes of calculating the Available Equity Amount.~~

"Available Excess Cash Flow Amount" means, at any date of determination, an amount equal to (a) commencing with the fiscal year of the Borrower ending December 31, ~~2020~~2024 (with respect to the fiscal year ending December 31, 2024, for the period from the Effective Date to December 31, 2024), the sum of the amount of Excess Cash Flow (only to the extent such Excess Cash Flow amount for any such fiscal year exceeds $0) for each fiscal year of the Borrower in respect of which consolidated financial statements have been delivered pursuant to Section 5.01(a) on or prior to such date, minus (b) the sum of the aggregate principal amount of the portion of such Excess Cash Flow for such completed fiscal year that has been (or will be for such completed fiscal year ended) after the Effective Date and prior to such date of determination applied to the prepayment of the Term Loans or other Indebtedness in accordance with Section 2.11(d) (without giving effect to any reduction in the dollar amount of such mandatory prepayment as a result of any voluntary prepayment).

"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).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable ~~EEA~~ Resolution Authority in respect of any liability of an ~~EEA~~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).

"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) (i) solely with respect to the Class A Revolving Loans, the sum of (~~i~~x) Daily Simple SOFR and (~~ii~~y) 0.10% (10 basis points) and (ii) otherwise, 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 ~~syndicated~~ 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 ~~(a) initially, Merger Sub, and (b) upon and after the consummation of the Merger,~~ Norvax~~,~~ and shall include any Successor Borrower, to the extent applicable.

"Borrowing" means (a) 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, or (b) a Swingline Loan.

"Borrowing Minimum" means (a) in the case of a Term Loan Borrowing or a Revolving Loan Borrowing, $1,000,000 and (b) in the case of a Swingline Loan, $100,000.

"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.

"Capital Expenditures" means, for any period, the additions to property, plant and equipment and other capital expenditures of the Borrower and the Restricted 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.

"Capitalized Software Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person during such period in respect of licenses or purchased software or internally developed software and software enhancements 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 Collateralize" means to pledge and deposit with or deliver to the Collateral Agent, for the benefit of one or more of the Issuing Banks or Revolving Lenders, as collateral for LC Exposure or obligations of the Revolving Lenders to fund participations in respect of LC Exposure, cash or deposit account balances under the sole dominion and control of the Collateral Agent or, if the Collateral Agent and each Issuing Bank shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Collateral Agent and each applicable Issuing Bank. "Cash Collateral" and "Cash Collateralization" shall have meanings correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

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

(a) Dollars~~, Euros, Sterling, Australian dollars, Canadian dollars, Yuan and such other currencies held by it from time to time~~ ~~in the ordinary course of business~~;

(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) ~~Switzerland or (iii)~~ 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) ~~with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business; *provided* such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business; *provided* such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "**Approved Foreign Bank**"), and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;~~

(~~l~~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

(~~m~~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."

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Restricted 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~~wholly-owned

subsidiaries that are Guarantors (including, for the avoidance of doubt, through ~~wholly owned~~wholly-owned subsidiaries that are subsidiaries of the Borrower), to own all of the Equity Interests in the Borrower,

(b) ~~prior to an IPO, the failure by the Permitted Holders to, directly or indirectly through one or more holding companies, own beneficially and of record at least a majority of the outstanding Voting Stock of Holdings, or~~[reserved]

(c) ~~after an IPO,~~ any person, entity or "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, but excluding any employee benefit plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor), other than the Permitted Holders (or any Parent Entity of Holdings controlled directly or indirectly by the Permitted Holders), shall at any time have acquired direct or indirect beneficial ownership of voting power of the outstanding Voting Stock of Holdings having more than the greater of (A) 35.0% of the outstanding Voting Stock of Holdings and (B) the percentage of the then-existing outstanding Voting Stock of Holdings owned in the aggregate, directly or indirectly, beneficially, by the Permitted Holders, 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~~,~~, or

(d) the Class A Common Stock of Parent ceases to be listed on any of The New York Stock Exchange, NYSE American, The NASDAQ Global Market, The NASDAQ Global Select Market or The Nasdaq Capital Market (or any of their respective successors) in connection with a "take private" or similar transaction consummated after the third anniversary of the Effective Date.

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~~) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of Holdings beneficially owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by any other member of such group for purposes of determining whether a Change in Control has occurred and (v~~) 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.

"Class" when used in reference to ~~(a)~~ any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Class A Revolving Loans, Class A-1 Revolving Loans~~, Class B Revolving Loans~~, Other Revolving Loans, Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans, 2021-2 Incremental Term Loans, any other~~ Incremental Term Loans, Replacement Revolving Loans, Other Term Loans~~,~~ or Swingline Loans, ~~(b)~~ any Commitment, refers to whether such Commitment is a Class A Revolving Commitment, Class A-1 Revolving Commitment~~, Class B Revolving Commitment~~, Other Revolving Commitment, Replacement Revolving Commitment, Initial Term Loan Commitment, ~~2020 Incremental Term Loan Commitment, 2021 Incremental Term Loan Commitment, 2021-2 Incremental Term Loan Commitment, any other~~ Incremental Commitment or Other Term Commitment and ~~(c)~~ any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Other Term Commitments, Other Term Loans, Other Revolving Commitments (and the Other Revolving Loans made pursuant thereto), Incremental Commitments and Incremental Term Loans, Replacement Revolving Commitments (and Replacement Revolving Loans made pursuant thereto) that have different terms and conditions shall be construed to be in different Classes.

"Class A Revolving Availability Period" means the period from and including the Amendment No. 11 Effective Date to but excluding the Class A Revolving Facility Termination Date.

"Class A Revolving Commitment" means (a) prior to the Amendment No. 11 Effective Date, with respect to each Original Class A Revolving Lender, its Original Class A Revolving Commitment and (b) on and after Amendment No. 11 Effective Date, (i) with respect to each Class A Revolving Lender, the amount set forth under Schedule 1-A of Amendment No. 11, (ii) in the case of any Lender that receives an assignment of any portion of a Class A Revolving Commitment after the Amendment No. 11 Effective Date, the amount specified as such Lender's "Class A Revolving Commitment" in the Assignment and ~~Acceptance~~Assumption pursuant to which such Lender assumed ~~a portion of the Total~~its Class A Revolving Commitment, as such Class A Revolving Commitment may be reduced from time to time pursuant to the terms hereof and (iii) in the case of any Class A Revolving Lender that increases its Class A Revolving Commitment or becomes an Incremental Revolving ~~Credit~~ Commitment Increase Lender, in each case pursuant to Section 2.20, the amount specified in the applicable Incremental ~~Agreement~~Facility Amendment, in each case under this clause (b), as such Class A Revolving Commitment may be reduced from time to time pursuant to the terms hereof. As of ~~Amendment No. 11~~the Effective Date, the aggregate amount of the Class A Revolving Commitments outstanding is $88,500,000.

~~"**Class A Revolving Facility**" means the revolving credit facility represented by the Class A Revolving Commitments.~~

"Class A Revolving Facility Termination Date" means the earliest of (x) the Revolving Maturity Date of the Class A Revolving Commitments and (y) the termination of the Class A Revolving Commitments and payment in full of all Loan Document Obligations arising in respect of the Class A Revolving Loans, including for the avoidance of doubt that all Letters of Credit (other than those that

have been Cash Collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably

satisfactory to the relevant Issuing Bank) shall have been cancelled, terminated or have expired and all amounts drawn or paid thereunder shall have been reimbursed in full.

"Class A Revolving Lender" means (a) prior to the Amendment No. 11 Effective Date, each Original Class A Revolving Lender and (b) on and after the Amendment No. 11 Effective Date, each Lender that holds a Class A Revolving Commitment.

"Class A Revolving Loan" means a Revolving Credit Loan made by any Class A Revolving Lender pursuant to its Class A Revolving Commitment.

"Class A-1 Revolving Availability Period" means the period from and including the Class A Revolving Facility Termination Date to but excluding the Class A-1 Revolving Facility Termination Date.

"Class ~~B~~A-1 Revolving Commitment" means (a) ~~prior to the Amendment No. 11 Effective Date, with respect to each Original Class B Revolving Lender, its Original Class B Revolving Commitment and (b) on and after the Amendment No. 11 Effective Date, (i) with respect to any Revolving Lender that is not a Submitting~~Class A-1 Revolving Lender, the amount set forth ~~under~~on Schedule ~~1-B of Amendment No. 11~~2.01 under the caption "Class A-1 Revolving Commitment", (~~ii~~b) in the case of any Lender that receives an assignment of any portion of a Class ~~B~~A-1 Revolving Commitment after the Effective Date, the amount specified as such Lender's "Class ~~B~~A-1 Revolving Commitment" in the Assignment and ~~Acceptance~~Assumption pursuant to which such Lender assumed ~~a portion of the Total~~its Class ~~B~~A-1 Revolving Commitment, as such Class ~~B~~A Revolving Commitment may be reduced from time to time pursuant to the terms hereof and (~~iii~~c) in the case of any Class ~~B~~A-1 Revolving Lender that increases its Class ~~B~~A-1 Revolving Commitment or becomes an Incremental Revolving ~~Credit~~ Commitment Increase Lender, in each case pursuant to Section 2.20, the amount specified in the applicable Incremental ~~Agreement, in each case under this clause (b)~~Facility Amendment, as such Class ~~B~~A-1 Revolving Commitment may be reduced from time to time pursuant to the terms hereof. As of ~~Amendment No. 11~~the Effective Date, the aggregate amount of the Class ~~B~~A-1 Revolving Commitments outstanding is $~~23,000,000~~35,000,000.

"Class ~~B~~A-1 Revolving Facility Termination Date" means the earliest of (x) the ~~r~~Revolving ~~credit facility represented by~~Maturity Date of the Class ~~B~~A-1 Revolving Commitments and (y) the termination of the Class A-1 Revolving Commitments and payment in full of all Loan Document Obligations arising in respect of the Class A-1 Revolving Loans.

"Class ~~B~~A-1 Revolving Lender" means ~~(a) prior to the Amendment No. 11 Effective Date, each Original Class B Revolving Lender and (b) on and after Amendment No. 11 Effective Date,~~ each Lender that holds a Class ~~B~~A-1 Revolving Commitment.

"Class ~~B~~A-1 Revolving Loan" means a Revolving Credit Loan made by any Class ~~B~~A -1 Revolving Lender pursuant to its Class ~~B~~A-1 Revolving Commitment.

"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, in each case under this clause (a) together with, in the case of any such Loan Document executed and delivered after the Effective Date, documents of the type referred to in Section ~~4.01~~10(~~b~~f) ~~and Section 4.01(d)~~of the Amendment and Restatement Agreement;

(b) all outstanding Equity Interests of the Borrower and, to the extent owned by or on behalf of any Loan Party, the Restricted Subsidiaries (other than any Equity Interests constituting Excluded Assets) ~~owned by or on behalf of any Loan Party~~ shall have been pledged pursuant to the Collateral Agreement and ~~the~~(except in the case of Equity Interests of Persons who are not Restricted Subsidiaries, including any Joint Ventures that are not Restricted 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 Restricted Subsidiaries is (x) owing to any Loan Party, (y) in a principal amount in excess of $~~2,500,000~~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 Restricted 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 ~~and~~or

reasonably requested by the ~~Administrative~~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 ~~Administrative~~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 ~~use reasonable best efforts to~~ 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") upon the opening of any such new account and not later than ~~90~~30 days following the ~~opening or~~ acquisition of any ~~such~~existing account (or, in each case, such longer period as the ~~Administrative~~Collateral Agent may agree in its sole discretion); and

(f) the ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 ~~Borrower reasonably determines in consultation with (but without the consent of) 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) ~~and/~~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 ~~any~~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 $~~2,500,000~~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 $~~2,500,000~~1,000,000, and (E) ~~[reserved]~~the Equity Interests of any Joint Venture that is not a Subsidiary, (e) no actions in any ~~non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction~~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 ~~located or titled outside of the United States~~ of any Foreign Subsidiary organized in such jurisdiction that is not a Material Subsidiary (including any Equity Interests of such Foreign Subsidiaries ~~and any Foreign Intellectual Property~~) or to perfect or make enforceable any security interests in any such assets ~~(it being understood that there shall be no security agreements or pledge agreements governed under~~

~~the laws of any non-U.S. jurisdiction),~~ 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 Incremental Commitment, its Revolving Commitment (including the ~~2020 Incremental Revolving Commitments, Incremental No. 3 Revolving Commitments, Incremental No. 4 Revolving Commitments, Class A Revolving Commitments and Class B~~Class A Revolving Commitments), Replacement Revolving Commitment, Other Revolving Commitment of any Class, Initial ~~Term Loan Commitment, 2020 Incremental Term Loan Commitment, 2021 Incremental Term Loan Commitment, 2021-2 Incremental~~ Term Loan Commitment or Other Term Commitment of any Class or any combination thereof (as the context requires).

~~"**Commitment Letter**" means that certain Commitment Letter, dated as of August 15, 2019, by and among Blizzard Parent, LLC, Owl Rock Capital Corporation, Owl Rock Capital Corporation II, Owl Rock Technology Finance Corp. and Owl Rock Capital Advisors, LLC, MidCap Financial Trust and Benefit Street Partners L.L.C.~~

"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 ~~and the Borrower~~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 ~~and the Borrower~~reasonably determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent ~~and the Borrower~~ 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 Cash Balance" means, as of any date of determination, (a) the aggregate amount of cash of the Loan Parties (determined in accordance with GAAP) minus (b) (1) cash of Loan Parties consisting of proceeds from an issuance of or capital contributions to Capital Stock of the Borrower, (2) the amount of restricted cash (determined in accordance with GAAP) or any cash subject to legal or contractual restrictions or not freely available for use by the Loan Parties, (3) the amount of cash set aside to pay amounts then due and owing to unaffiliated third parties, (4) the amount of cash for which the Loan Parties have issued checks or initiated wires or ACH transfers in order to utilize such cash (or will, within five (5) Business Days issue checks or initiate wires or ACH transfers in order to utilize such cash), (5) any cash related to proceeds in respect of Casualty Events and (6) any Letters of Credit.

"Consolidated Cash EBITDA" means, for any period, Consolidated EBITDA, plus, without duplication, 100% of the net decrease in the Contract Asset Balance on the last day of such period compared to the first day of such period (other than net decreases (if any) that were included pursuant to clause (a) of the definition of Consolidated EBITDA in arriving at such Consolidated EBITDA), less 100% of the net increase in the Contract Asset Balance on the last day of such period compared to the first day of such period (other than net increases (if any) that were included pursuant to clause (c) of the definition of Consolidated EBITDA in arriving at such Consolidated EBITDA)~~.~~; provided, however, that the portion of any net decrease or net increase in the Contract Asset Balance that occurs on the closing date of any Acquisition or Disposition (including, for the avoidance of doubt, the ETQ Acquisition) solely as a result of the consummation of such Acquisition or Disposition shall not be included in the calculation of Consolidated Cash EBITDA; provided, further, that any such net increase or net decrease occurring after the closing date of such Acquisition or Disposition shall be included in the calculation of Consolidated Cash EBITDA. Notwithstanding the foregoing, but subject to any adjustment set forth in clauses (I) and (II) of the proviso at the end of the definition of "Consolidated EBITDA" with respect to Acquisitions and Dispositions occurring prior to, on and following the Effective Date and other adjustments contemplated by Section 1.11 and clause (b) of the definition of "Consolidated EBITDA" (in each case, other than with respect to the ETQ Acquisition), Consolidated Cash EBITDA shall be $80,838,000, $1,251,000 and -$12,448,000 for the fiscal quarters ended March 31, 2024, June 30, 2024 and September 30, 2024, respectively.

~~"**Compliance Certificate**" means a Compliance Certificate required to be delivered~~

~~pursuant to Section 5.01.~~

"Consolidated EBITDA" means, for any period, the Consolidated Net Income for such period, plus:

(a) without duplication and to the extent already deducted or, in the case of clauses ~~(iv), (v), (viii) , (xiii) and (xix)~~ below, to the extent not included (and not added back or excluded) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense and, to the extent not reflected in such total interest expense, non-cash interest payments, premium payments, debt discount, fees, charges and related expenses incurred in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, the implied interest component of synthetic leases with respect to such period~~,~~ and interest in respect of Financing Lease Obligations, ~~any discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Financing, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk,~~ net of interest income ~~and gains on such hedging obligations or such derivative instruments, and commissions, discounts and other fees and charges owed with respect to bankers acceptances, and bank and letter of credit fees and costs of surety bonds in connection with financing activities (whether amortized or immediately expensed),~~

(ii) provision for taxes based on income, profits, or revenue ~~or capital, and sales taxes~~, including federal, foreign and state income, franchise~~, excise~~ and similar taxes based on income, profits, or revenue ~~or capital~~ and foreign withholding taxes paid or accrued during such period (including in respect of repatriated funds) including penalties and interest related to such taxes or arising from any tax examinations, including Tax Distributions pursuant to Section 6.08(a)(vii)(A),

(iii) depreciation and amortization (including amortization of ~~(A)~~ deferred financing commissions, fees, expenses, yield or costs (including original issue discount) ~~and (B) intangible assets, including goodwill and Capitalized Software Expenditures~~),

(iv) other non-cash charges (~~*provided*, in each case, that if~~other than any non-cash charges that represent an accrual or reserve for potential cash items in any future period~~, (A) the Borrower may determine not to add back such non-cash charge in the current period or (B) to the extent the Borrower decides to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent),~~ and excluding amortization of a prepaid cash item that was paid in a prior period),

(v) any costs or expenses related to any severance payments, severance arrangement, separation or termination payments, non-compete agreements, or other similar agreements and the employer portion of any payroll taxes associated therewith,

(v) the aggregate amount of Consolidated Net Income attributable to non-controlling interests of third parties in any non-wholly owned Subsidiary, excluding cash distributions in respect thereof to the extent already included in Consolidated Net Income,

(vi) (A) the amount of management, monitoring, consulting and advisory fees, indemnities and related expenses paid or accrued in such period to (or on behalf of) any Investor (including any termination fees payable in connection with the early termination of management and monitoring agreements and any expenses paid in connection with the limited partnership agreement, unitholder agreement or similar agreement applicable to any Parent Entity (in each case, including any amortization thereof)), (B) the amount of any fees or reimbursements (including pursuant to any management agreement) of directors, officers, employees, consultants and board observers (*provided* that the aggregate amount of consulting fees, costs and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent for any fiscal quarter ending after March 31, 2023 shall not be added back pursuant to this clause (B), but instead shall be subject to clause (a)(xx) of this definition and/or clause (b) of Consolidated Net Income), (C) the amount of payments made to option holders of Holdings, the Borrower or any Parent Entity in connection with, or as a result of, any distribution being made to shareholders of such Person or its direct or indirect Parent Entities, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, and the employer portion of any payroll taxes associated therewith, in each case to the extent permitted in the Loan Documents, and (D) amounts of the type described in clauses (A) through (C) of this paragraph (vi) paid or accrued on or prior to the Effective Date (and following the Effective Date, with respect to indemnification or other amounts owed in respect of arrangements in effect prior to the Effective Date) and payable to Affiliates of the Target prior to the Effective Date,

(vii) losses or discounts on sales of receivables and related assets in connection with any Permitted Receivables Financing,

(viii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in the calculation of Consolidated EBITDA in any prior period to the extent non-cash gains relating to such receipts were deducted in the calculation of Consolidated EBITDA pursuant to clause (c) below for any previous period and not added back,

(ix) (A) any costs or expenses incurred or paid by the Borrower (or Holdings or any Parent Entity) or any Restricted Subsidiary pursuant to any management equity plan, stock option plan, "phantom" stock plans or any other management or employee benefit plan or long-term incentive plan or agreement, any severance agreement or any stock subscription or shareholder agreement, non-compete agreements and other similar agreements and the employer portion of any payroll taxes associated therewith, and (B) any charge in connection with the rollover, acceleration or payout of equity interests held by management and members of the board of the Borrower (or Holdings, or any Parent Entity) and the employer portion of any payroll taxes associated therewith, in each case

under this clause (B), to the extent any such cash charge is funded with net cash proceeds

~~contributed to the Borrower as a capital contribution or as a result of Net Proceeds of an issuance of Equity Interests (other than Disqualified Equity Interests, any "specified equity contribution" or any "excluded contribution" (other than any such excluded contribution designated for such purpose)) of the Borrower,~~

~~(x) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature,~~

(~~xi~~vi) charges attributable to, and payments of, legal settlements, fines, judgments or orders~~,~~ (including legal expenses and indemnification payments related thereto), net of any insurance recoveries related thereto recorded under GAAP,

~~(xii) earn-out obligations and other post-closing obligations to sellers (including transaction tax benefit payments or to the extent accounted for as bonuses or otherwise) incurred in connection with the Transactions and/or any Acquisition Transaction or other Investment (including any acquisition or other investment consummated prior to the Effective Date) or adjustments thereof, which is paid or accrued during the applicable period,~~

(~~xiii~~vii)to the extent not otherwise included in Consolidated Net Income, proceeds of business interruption insurance (to the extent actually received during such period) in an amount representing the earnings for the applicable period that such proceeds are intended to replace ~~(whether or not then received so long as the Borrower in good faith expects to receive such proceeds within the next four fiscal quarters (it being understood that to the extent such proceeds are not actually received within such fiscal quarters, such proceeds shall be deducted in calculating Consolidated EBITDA for such fiscal quarters)),~~,

~~(xiv) the amount of any charge or deduction associated with any Restricted Subsidiary that is attributable to any non-controlling interest or minority interest of any third party,~~

~~(xv) (A) the amount of any charge in connection with a single or one-time event, including, without limitation, in connection with the Transactions and/or any Acquisition Transaction or other Investment consummated after the Effective Date (including, without limitation, legal, accounting and other professional fees and expenses incurred in connection with acquisitions and other investments made prior to the Effective Date) and (B) [reserved]; *provided* that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(xv), when combined, without duplication, with any amount added pursuant to clauses (a)(xvi), (a)(xx) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c) for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount~~

~~equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),~~

~~(xvi) charges relating to the sale of products in new locations, including, without limitation, start-up costs, initial testing and registration costs in new markets, the cost of feasibility studies, travel costs for employees engaged in activities relating to any or all of the foregoing and the allocation of general and administrative support in connection with any or all of the foregoing; *provided* that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(xvi), when combined, without duplication, with any amount added pursuant to clauses (a)(xv), (a)(xx) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c) for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),~~

~~(xvii) charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, employees', consultants', directors' or managers' compensation, fees and expense reimbursement, charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees (collectively, "**Public Company Costs**"),~~

~~(xviii) [reserved],~~

~~(xix) add-backs and adjustments identified in the quality of earnings analysis prepared by PricewaterhouseCoopers LLP dated June 8, 2019 (the "**QofE Report**") and delivered to the Joint Lead Arrangers,~~

(~~xx~~viii) costs, expenses, charges, accruals, reserves or expenses, in each case incurred in such period and attributable to the undertaking and/or the implementation of ~~cost savings initiatives,~~ operating expense reductions and other similar cost~~s restructurings, strategic initiatives and any accruals or reserves (including restructuring and integration costs related to acquisitions after the Effective Date and adjustments to existing reserves) whether or not classified as restructuring expense on the consolidated financial statements~~reductions, including the "AI Automation" initiative; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(~~xx) (other than the aggregate amount of vendor and real estate restructuring charges and/or costs and fees, costs, charges and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent, in each case, for any fiscal quarter ending on or prior to March 31, 2023~~viii), when combined, without duplication, with any amount added pursuant to clause~~s (a)(xv), (a)(xvi) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of~~

~~"Consolidated Net Income"~~(b) and included pursuant to Section 1.11(c) for any Test Period

shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs)~~, and~~; provided that no operating expense reductions or similar cost reductions shall be added pursuant to this clause (a)(viii) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or synergies that are included in clause (b) below or otherwise added back in the computation of Consolidated EBITDA (whether through a pro forma adjustment or otherwise) for such period,

~~(xxi) operating expenses incurred on or prior to the Effective Date attributable to (A) salary obligations paid to employees terminated prior to the Effective Date and (B) wages paid to executives in excess of the amounts the Borrower is required to pay pursuant to its employment agreements,~~

(ix) (x) Transaction Costs, including amounts related to the pursuit of other refinancing transactions by the Borrower prior to the Effective Date as an alternative to the Transactions, (y) costs, expenses or charges incurred in pursuit of, or in connection with the consummation of, any Acquisition Transaction before or after the Effective Date (including any prospective or abandoned acquisition transaction), including (i) due diligence expenses, legal expenses, accounting expenses, and the fees and expenses of consultants and professionals, (ii) payment of any severance and the amount of any other success, change of control , retention or similar bonuses or payments (other than severance or similar payments to the extent added back pursuant to clause (a)(v) above) payable to any current or former employee, director, officer or consultant as a result of the consummation of such Acquisition Transaction, (iii) costs in connection with payments related to the rollover, acceleration or payout of equity interests and stock options, including, in each case, the payment of any related employer taxes related to the items and (iv) any earnout obligations or other post-closing obligations to sellers (including transaction tax benefit payments or to the extent accounted for as bonuses or otherwise) incurred in connection with any Acquisition Transaction, including any adjustments and including, in each case, amounts related to the ETQ Acquisition ; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(ix)(y) (not including any amounts added back in connection with the ETQ Acquisition) for any Test Period shall not exceed $3,000,000, and (z) costs, expenses, fees or charges incurred in pursuit of an issuance or offering of equity or equity-linked securities of Holdings or any Parent Entity; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(ix)(z) for any Test Period shall not exceed $3,000,000 (not including placement fees, underwriting discounts and other similar amounts),

plus

(b) ~~(1)~~ without duplication, the amount of "run rate" cost savings, operating expense reductions and cost synergies related to the Transactions and any Specified Transaction, any restructuring~~,~~ or cost saving ~~initiative or other~~ initiative that are projected by the Borrower in good faith to be realized as a result of actions that have been taken or initiated or are expected to be taken or initiated on or prior to the date that is four fiscal quarters after the date of consummation of the Transactions, such Specified Transaction, restructuring~~,~~ or cost saving ~~initiative or other~~ initiative, in each case, as applicable, including any cost savings, expenses and charges (including restructuring and integration charges) in connection with, or incurred by or on behalf of, any Joint Venture of the Borrower or any of the Restricted Subsidiaries (whether accounted for on the financial statements of any such Joint Venture or the Borrower; provided that the share of any such "run rate" cost savings, operating expense

reductions and cost synergies with respect to a Joint Venture that are to be allocated to the Borrower or any of the Restricted Subsidiaries shall not exceed the total amount thereof for any such Joint Venture multiplied by the percentage of income of such Joint Venture reasonably projected by the Borrower in good faith to be included in Consolidated Net Income for the relevant Test Period) with respect to any of the Transactions~~,~~ and any Specified Transaction ~~and any~~, restructuring~~,~~ or cost saving ~~initiative or other~~ initiative (which cost savings shall be added to Consolidated EBITDA for each Test Period until fully realized and shall be calculated on a pro forma basis as though such cost savings had been realized on the first day of the relevant Test Period, net of the amount of actual benefits realized from such actions); provided that (A) such cost savings are reasonably identifiable and factually supportable ~~and~~, (B) no cost savings, operating expense reductions or cost synergies shall be added pursuant to this clause (b) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or cost synergies that are included in clause (a) above or otherwise added back in the computation of Consolidated EBITDA (whether through a pro forma adjustment or otherwise) for such period (it being understood and agreed that "run rate" shall mean the full recurring benefit that is associated with any action taken) and (C) the aggregate amount added to Consolidated EBITDA pursuant to this clause (b)~~(1)~~, when combined, without duplication, with any amount added pursuant to clause~~s~~ (a)~~(xv), (a)(xvi) and (a)(xx) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income"~~viii) and included pursuant to Section 1.11(c) for any Test Period shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs) ~~and (2) other adjustments and add-backs calculated in accordance with Regulation S-X (as in effect immediately prior to January 1, 2021),~~,

less

(c) without duplication and (other than with respect to clause~~s~~ (ii~~) and (iii~~) below) to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any ~~prior~~ period), and

~~(ii) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any Restricted Subsidiary that is not a wholly owned subsidiary added to and not deducted in such period from Consolidated Net Income,~~

(iii~~i~~) cash expenditures (or any netting arrangements resulting in increased cash expenditures) not representing Consolidated EBITDA in any period to the extent non-cash losses relating to such expenditures were added to the calculation of Consolidated EBITDA for any previous periods and not subtracted back, ~~and~~

~~(iv) interest expense and principal payments made by any Receivables Subsidiary in respect of any Permitted Receivables Financing, but excluding (A) payments of principal to the extent effecting a Refinancing thereof or (B) any other prepayment of any such Permitted Receivables Financing, but only to the extent that any remaining Permitted Receivables Financing Assets formerly subject to any such Permitted Refinancing Facility are transferred by the Receivables Subsidiary to a~~

~~Borrower or a Restricted Subsidiary (other than a Receivables Subsidiary) in connection~~

with such prepayment,

in each case, as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP; provided that:

(I) there shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Borrower or any Restricted Subsidiary during such period (other than any Unrestricted Subsidiary) whether such acquisition occurred before or after the Effective Date to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired, including pursuant to a transaction consummated prior to the Effective Date, and not subsequently so disposed of, an "Acquired Entity or Business"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), in each case based on the Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical pro forma basis,

(II) there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "Sold Entity or Business"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), in each case based on the Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis, and

(III) Consolidated EBITDA shall be *increased* (with respect to losses) or *decreased* (with respect to gains) by, without duplication, any net realized gains and losses relating to (i) amounts denominated in foreign currencies resulting from the application of FASB ASC 830 (including net realized gains and losses from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized gains or losses from related Swap Agreements (entered into in the ordinary course of business or consistent with past practice)) or (ii) any other amounts denominated in or otherwise trued-up to provide similar accounting as if it were denominated in foreign currencies.

Notwithstanding the foregoing, but subject to any adjustment as set forth above in clauses (I) and (II) of the immediately preceding proviso with respect to Acquisitions and Dispositions occurring prior to, on and following the Effective Date and other adjustments contemplated by Section 1.11 and clause (b) above, Consolidated EBITDA shall be $5,200,000, $19,500,000, $13,000,000 and $135,700,000 for the fiscal quarters ended March 31, 2019, June 30, 2019, September 30, 2019 and December 31, 2019, respectively.

"Consolidated Net Income" means, for any period, the Net Income of the Borrower and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication:

(a) extraordinary, exceptional, unusual or non-recurring gains or losses (less all fees and expenses relating thereto) or expenses; *provided* that the aggregate amount excluded pursuant to clause (a) of this definition, when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(xv), (a)(xvi), (a)(xx) and (b)(1) of the definition of "Consolidated EBITDA," excluded pursuant to clause (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c), in each case, for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 10.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),

(b) restructuring charges, severance costs, security, relocation costs, integration and facilities' opening costs, redundancy charges, business optimization charges, including related to new product introductions, systems implementation charges, charges relating to entry into a new market, consulting charges, product and intellectual property development, software development charges, charges associated with new systems design, project startup charges, information technology charges, charges in connection with new operations, corporate development charges, recruiting fees, signing costs, retention or completion bonuses (and the employer portion of any payroll taxes associated therewith), transition costs, costs (including in respect of employees and management) related to establishing new facilities or reserves or related to discontinuation/closure/consolidation of facilities, internal costs in respect of strategic initiatives, duplicative rent expense, implementation of any enhanced accounting function (including in connection with becoming a standalone entity or public company) and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of multi-employer plan or pension liabilities), in each case, incurred during such period; *provided* that the aggregate amount excluded pursuant to clause (b) of this definition (other than the aggregate amount of vendor and real estate restructuring charges and/or costs and fees, costs, charges and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent, in each case, for any fiscal quarter ending on or prior to March 31, 2023), when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(xv), (a)(xvi), (a)(xx) and (b)(1) of the definition of "Consolidated EBITDA," excluded pursuant to clause (a) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c), in each case, for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),

(c) [reserved]

(d) Transaction Costs, including (i) payment of any severance and the amount of any other success, change of control or similar bonuses or payments payable to any current or former employee, director, officer or consultant of the Borrower or any of its Subsidiaries as a result of the consummation of the Transactions without the requirement of any action on the part of the Borrower or any of its Subsidiaries, and (ii) costs in connection with payments related to the

rollover, acceleration or payout of equity interests and stock options held by management and

members of the board of the Borrower and its Subsidiaries, including the payment of any employer taxes related to the items in this clause (d), and similar costs, expenses or charges incurred in connection with each Specified Acquisition,

(ea) the net income (loss) for such period of any Person that is an Unrestricted Subsidiary and any Person that is not the Borrower or a Subsidiary or that is accounted for by the equity method of accounting, except to the extent of the amount of dividends or distributions or other similar payments that are actually paid in cash (or to the extent converted into cash) by such Person to the Borrower or any Restricted Subsidiary during such period,

(f) any fees and expenses (including any transaction or retention bonus or similar payment) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, non-recurring costs to acquire equipment to the extent not capitalized in accordance with GAAP, Investment, recapitalization, asset disposition, non-competition agreement, issuance or repayment of debt, issuance of equity securities (including any IPO of any Parent Entity), refinancing transaction or amendment or other modification of or waiver or consent or forbearance or restructuring relating to any debt instrument (in each case, including the Transaction Costs and any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed and/or successful) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful or completed (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with FASB Accounting Standards Codification 805 and gains or losses associated with FASB Accounting Standards Codification 460),

(g) any income (loss) for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments,

(h) accruals and reserves that are established or adjusted in accordance with GAAP (including any adjustment of estimated payouts on existing earnouts, inventory, property and equipment, leases, rights fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or the acquisition method of accounting, as the case may be, in relation to the Transactions or any consummated acquisition (or the amortization or write-off of any amounts thereof) or changes as a result of the adoption or modification of accounting policies during such period or inventory valuation policy methods (including changes in capitalization or variances) or other inventory adjustments (including any non-cash increase in expense as a result of last-in-first-out and/or first-in-last-out methods of accounting),

(ib) all Non-Cash Compensation Expenses,

(j) any income (loss) attributable to deferred compensation plans or trusts, any employment benefit scheme or any similar equity plan or agreement,

~~(k) any income (loss) from investments recorded using the equity method of accounting (but including any cash dividends or distributions actually received by the Borrower or any Restricted Subsidiary in respect of such investment),~~

(~~l~~c) any gain (loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (loss) from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of),

(~~m~~d) any non-cash gain (loss) attributable to the mark to market movement in the valuation of hedging obligations or other derivative instruments pursuant to FASB Accounting Standards Codification 815-Derivatives and Hedging or mark to market movement of other financial instruments pursuant to FASB Accounting Standards Codification 825-Financial Instruments; provided that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period,

(~~n~~e) any non-cash gain (loss) related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances or any other currency-related risk), unrealized or realized net foreign currency translation ~~or transaction~~ gains or losses impacting net income,

(~~o~~f) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures (provided, in each case, that the cash payment in respect thereof in such future period shall be subtracted from Consolidated Net Income for the period in which such cash payment was made),

(~~p~~g) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities, in each case, including as a result of a Change in Law but excluding current assets, and

(~~q~~h) the effects of purchase accounting, fair value accounting or recapitalization accounting adjustments (including the effects of such adjustments pushed down to the referent Person and its Restricted Subsidiaries) resulting from the application of purchase accounting, fair value accounting or recapitalization accounting in relation to the Transactions or any Acquisition Transaction consummated before or after the Effective Date, and the amortization, write-down or write-off of any amounts thereof, will be excluded~~, and~~.

~~(r) the amount of any expense required to be recorded as compensation expense related to contingent transaction consideration and the employer portion of any payroll taxes associated therewith.~~

There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. ~~In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (it being understood that to the extent such proceeds are not actually received within such 365 day period, such proceeds shall be deducted in calculating Consolidated Net Income for such period), due from insurance or reimbursement~~

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~~of expenses and charges that are covered by indemnification and other reimbursement provisions~~

~~in connection with any acquisition or other Investment or any disposition of any asset permitted hereunder.~~

"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 Restricted Subsidiaries in accordance with GAAP (excluding, for the avoidance of doubt, amounts attributable to Unrestricted Subsidiaries). ~~Prior to the delivery of the financial statements pursuant to Section 5.01(a) and Section 5.01(b), Consolidated Total Assets shall be determined by reference to the Pro Forma Financial Statements.~~

"Consolidated Total Debt" means, as of any date of determination, the outstanding principal amount of all ~~third-party~~ indebtedness for borrowed money (including purchase money indebtedness and, if not paid when due and payable, earn-out obligations or similar obligations), unreimbursed drawings under letters of credit to the extent not reimbursed within one Business Day following the drawing thereof (or such later time as may be permitted by the documentation governing the issuance of such letter of credit), Financing Lease Obligations and ~~third-party~~ Indebtedness obligations evidenced by bonds, debentures, notes or similar instruments, all fines, settlements payable (but not yet paid) to any Governmental Authority in connection with any violation or alleged violation of Health Care Laws, and, without duplication all guarantees of the foregoing, in each case of the Borrower and the Restricted Subsidiaries on such date, on a consolidated basis and determined in accordance with GAAP (but without giving effect to any election to value any such Indebtedness at "fair value,"~~"~~, as described in clause (a) of the definition of "GAAP~~,~~", or any other accounting principle that results in any such Indebtedness ~~(other than zero-coupon Indebtedness)~~ being reflected as an amount below the stated principal amount thereof and excluding, in any event, the effects of any discounting of Indebtedness resulting from the application of acquisition method accounting in connection with any Permitted Acquisition or other Investment); *provided* that ~~Permitted Receivables Financings shall not constitute Indebtedness of the type included in the definition of~~ Consolidated Total Debt~~.~~ shall not include any Indebtedness owing by a Loan Party to (i) another Loan Party or (ii) a Restricted Subsidiary that is required to become a Loan Party pursuant to Section 5.11 of this Agreement, so long as such Restricted Subsidiary does so become a Loan Party within the 30-day period (or such longer period agreed to by the Administrative Agent) prescribed therefor.

~~"**Consolidated Total Net Debt**" means, as of any date of determination, Consolidated Total Debt as of such date, *minus* an amount (which shall not be less than zero and not to exceed $25,000,000) of the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Restricted 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, as reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with GAAP but without giving pro forma effect to the receipt of the proceeds of any Indebtedness that is incurred on such date.~~

"Consolidated Working Capital" means, at any date, ~~the excess of~~ (a) the sum of all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date, excluding the current portion of current and deferred income taxes ~~over~~minus (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date, including (for purposes of both clauses (a) and

(b)) current and long-term deferred revenue but excluding (for purposes of both clauses (a) and (b) above, as applicable), without duplication, (i) the current portion of any Funded Debt, (ii) all Indebtedness consisting of Loans and obligations under the Revolving Credit Facility, any Replacement Revolving Facility, Other Revolving Loans or any other revolving credit facility that is effective in reliance on Section 6.01(a)(xxiii), to the extent otherwise included therein, (iii) ~~the current portion of interest, (iv) the current portion of current and deferred income taxes, (v)~~ any other liabilities that are not Indebtedness and will not be settled (and are not required to be settled) in cash or Cash Equivalents during the next succeeding twelve month period after such date, (~~vi~~iv) the effects from applying recapitalization or purchase accounting, ~~(vii) any earn out obligations~~ and (~~viii~~v) any asset or liability in respect of net obligations of such Person in respect of Swap Agreements entered into in the ordinary course of business; provided that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from acquisitions or dispositions by the Borrower and the Restricted Subsidiaries shall be measured from the date on which such acquisition or disposition occurred ~~until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition~~ and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the Excess Cash Flow calculation~~,~~ and (II~~) the impact of adjusting items in the definition of "Consolidated Net Income" and (III~~) any changes in current assets or current liabilities as a result of (x) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under hedging agreements or other derivative obligations~~,~~ or (y) ~~any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent or (z)~~ the effects of acquisition method accounting.

~~"**Contract Asset Balance Coverage Ratio**" means, on any date of determination, the ratio of (a) the Contract Asset Balance as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated Total Net Debt as of the last day of such Test Period.~~

"Contract Asset Balance" means, as of the date of determination and on a consolidated basis, the aggregate value of cash payments due to, but not yet received by, the Borrower and its Restricted Subsidiaries (including any Receivables Subsidiary) in connection with all policies sold on behalf of insurance carriers, including but not limited to, all current and future cash flows associated with first year and renewal commissions, net of any commission~~s~~ due to external producers in respect of such policies.

~~"**Contract Consideration**" has the meaning assigned to such term in the definition of "Excess Cash Flow."~~

"Contract Asset Balance Coverage Ratio" means, on any date of determination, the ratio of (a) Consolidated Total Debt as of the last day of such Test Period to (b) the Contract Asset Balance (without giving effect to the netting of commissions specified therein) as of the last day of the Test Period most recently ended on or prior to such date of determination.

"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."

"Converted Restricted Subsidiary" has the meaning assigned to such term in the definition of

"Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning assigned to such term in the definition of "Consolidated EBITDA."

"Corrective Loan Modification Agreement" has the meaning assigned to such term in Section 2.24(f).

"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 9.22.

"Credit Agreement Refinancing Indebtedness" means Permitted Equal Priority Refinancing Debt, Permitted Junior Priority Refinancing Debt or Permitted Unsecured Refinancing Debt, in each case, that is issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) solely to Refinance, in whole or, subject to clause (i) below, in part, existing Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans, 2021-2 Incremental Term Loans, any other~~ Incremental Term Loans, Other Term Loans, Replacement Revolving Loans (or unused Replacement Revolving Commitments), Revolving Loans (or unused Revolving Commitments), Other Revolving Loans (or unused Other Revolving Commitments) or any then-existing Credit Agreement Refinancing Indebtedness ("Refinanced Credit Agreement Debt"); provided that such Indebtedness: (a) ~~except with respect to Indebtedness constituting a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (a) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or Indebtedness subject to Customary Escrow Provisions,~~ does not mature earlier than and, except in the case of the Revolving Commitments, does not have a Weighted Average Life to Maturity shorter than, the earlier of the maturity of such Refinanced Credit Agreement Debt and the Latest Maturity Date, (b) except in connection with a Refinancing of all of the outstanding Obligations and Commitments under this Agreement, does not have mandatory prepayment or redemption provisions (other than customary asset sale proceeds events, insurance, eminent domain and condemnation proceeds events, change of control offers, events of default or, in the case of loans, excess cash flow sweeps no more favorable than that required under Section 2.11(d)), that could result in the prepayment or redemption thereof on or prior to the earlier of the maturity date of the Refinanced Credit Agreement Debt and the Latest Maturity Date; provided that ~~the foregoing requirements of this clause (b) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or if such Indebtedness is subject to Customary Escrow Provisions; *provided, further* that,~~ any such Indebtedness that is secured on an

equal priority basis with the Liens securing the Secured Obligations may participate in any mandatory prepayments on a pro rata basis (or on a basis that is less than pro rata, but not on a greater than pro rata basis with the Loans), (c) with respect to Refinanced Credit Agreement Debt consisting of Revolving Loans (or unused Revolving Commitments), Replacement Revolving Commitments or Other Revolving Loans (or unused Other Revolving Commitments), will not require scheduled amortization or mandatory commitment reductions prior to the earlier of the Latest Maturity Date and the maturity of such Refinanced Credit Agreement Debt, (d) except as otherwise provided herein or such amount is otherwise permitted under Section 6.01, is in an original aggregate principal amount not greater than the aggregate principal amount of (or the accreted value, if applicable, shall not be greater than that of) the Refinanced Credit Agreement Debt (plus any premium (including tender premiums, if any), accrued interest and fees and expenses incurred in connection with such exchange, extension, renewal, replacement or refinancing (including defeasance costs, underwriting discounts, upfront fees or similar fees~~,~~ or original issue discount ~~or initial yield payments~~) plus an amount equal to existing unutilized commitments and letters of credit undrawn), (e) is not incurred or guaranteed by any entity that is not a Loan Party, (f) in the case of any secured Indebtedness (i) is not secured by any assets not securing the Secured Obligations and (ii) is secured on an equal priority basis with, or on a junior basis to, the Liens securing the Secured Obligations and is subject to the relevant Intercreditor Agreements, (g) has terms and conditions (excluding pricing, interest rate margins, rate floors, discounts, fees, premiums and, subject to clauses (a) and (b) above, prepayment or redemption provisions, which shall be determined by the Borrower), that are not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to the Refinanced Credit Agreement Debt, when taken as a whole (it being understood that, to the extent that any covenant or other provision is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such covenant or other provision is either (i) also added for the benefit of all Credit Facilities hereunder not constituting Refinanced Credit Agreement Debt or (ii) only applicable to periods after the Latest Maturity Date at the time of such refinancing ~~(*provided*, *however*, that, if (x) the documentation governing such Indebtedness that includes a financial maintenance covenant consists of a revolving credit facility (whether or not the documentation therefor includes any other facilities) and (y) such financial maintenance covenant is a "springing" financial maintenance covenant for the benefit of such revolving credit facility or a covenant only applicable to, or for the benefit of, a revolving credit facility, then such Indebtedness or commitments shall not be deemed "more restrictive" with respect to any Term Facility solely as a result of such financial maintenance covenant benefiting only such revolving credit facilities)~~); provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent ~~and the Required Lenders~~ at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent ~~or the Required Lenders~~ notif~~y~~ies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) ~~and~~, (h) if subordinate in right of payment to the Credit Facilities hereunder, subject to a Subordination Agreement or subordination provisions reasonably acceptable to the Administrative Agent~~, the Required Lenders~~ and the Borrower~~.~~ and (i) shall repay in full in cash all outstanding Loan Document Obligations (other than in respect of contingent indemnification and expense reimbursement claims not then due) owed to the Refinancing Term Lenders (except to the extent any Refinancing Term Lender consents to the waiver of the requirements of this clause (i)). Notwithstanding anything to the contrary herein, after the Effective Date no Class A

Revolving Loans or unused Class A Revolving Commitments shall constitute Refinanced Credit

Agreement Debt for purposes of this definition.

"Credit Facilities" means the Revolving Credit Facility and the Term Facility.

"Cure Amount" has the meaning assigned to such term in Section 7.02.

"Cure Right" has the meaning assigned to such term in Section 7.02.

~~"**Customary Escrow Provisions**" means customary prepayment or redemption terms relating to Escrowed Proceeds under escrow arrangements.~~

"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~~, in consultation with the Borrower,~~ 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 Restricted 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.

"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 or participations in Letters of Credit or Swingline Loans within two Business Days of the date on which such funding is required hereunder, (b) notified the Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender 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 and participations in then ~~then~~ outstanding Letters of Credit and Swingline 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, any Issuing Bank, the Swingline Lender and each Lender.

"Defaulting Lender Fronting Exposure" means, at any time there is a Revolving Lender that is a Defaulting Lender, (a) with respect to any Issuing Bank, such Defaulting Lender's Applicable Percentage of the outstanding Letter of Credit obligations other than Letter of Credit obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or cash collateralized in accordance with the terms hereof, and (b) with respect to the Swingline Lender, such Defaulting Lender's Applicable Percentage of Swingline Loans other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or cash collateralized in accordance with the terms hereof.

"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.

"Designated Non-Cash Consideration" means the Fair Market Value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 6.05(j) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the Fair Market Value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

"Disposed EBITDA" means, with respect to any Sold Entity or Business or Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries or to such Converted Unrestricted Subsidiary and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.

"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.".

~~"**Disposition Percentage**" has the meaning assigned to such term in Section 2.11(c).~~

"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); or

(c) 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 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 has occurred and is continuing, those Persons (other than Company Competitors) identified by Holdings or the Borrower to the ~~Joint Bookrunners~~Administrative Agent in writing on or prior to the ~~Signing~~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 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) ~~a known Affiliate of such Person in the marketplace or (z)~~ 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.

"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.

"Dollars" or "$" refers to lawful money of the United States of America.

"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.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"ECF Percentage" means, with respect to the prepayment required by Section 2.11(d) with respect to any Excess Cash Flow Period, (a) ~~50~~65%, if the Total ~~Net~~ Cash Leverage Ratio ~~(after giving effect to the Permitted ECF Recalculation Considerations) as of the end of such Excess Cash Flow Period is greater than 4.50:1.00, (b) 25%, if the Total Net Cash Leverage Ratio (after giving effect to the Permitted ECF Recalculation Considerations) as of the end of such Excess Cash Flow Period is greater than 4.00:1.00 but less than or equal to 4.50:1.00 and (c) 0%, if the Total Net Cash Leverage Ratio (after giving effect to the Permitted ECF Recalculation Considerations)~~ as of the end of such Excess Cash Flow Period is equal to or greater than 3.00:1.00 and (b) 0%, if the Total Cash Leverage Ratio as of the end of such Excess Cash Flow Period is less than ~~4.00~~3.00:1.00.

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

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

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

"Effective Date" means the ~~date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02~~"Restatement Date" (as defined in the Amendment and Restatement Agreement), which date is ~~September 13, 2019~~November 4, 2024.

"Effective Date Refinancing" means~~, collectively, the repayment, repurchase or other~~

~~discharge of the Existing Credit Agreement Indebtedness, the termination of all commitments to extend credit thereunder and the termination and/or release of any security interests and guarantees in connection therewith.~~ the "Refinancing" (as defined in the Amendment and Restatement Agreement).

"Effective Yield" means, as of any date of determination, the effective yield paid by the Borrower on any Indebtedness as determined by the Borrower and the Administrative Agent in a manner consistent with generally accepted financial practices, taking into account the applicable interest rate margins, any interest rate "floors" (the effect of which floors shall be determined in a manner set forth in the proviso below and assuming that, if interest on such Indebtedness is calculated on the basis of a floating rate, the "Adjusted Term SOFR" or similar component of such formula is included in the calculation of Effective Yield) or similar devices and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the remaining weighted average life to maturity of such Indebtedness and (y) the four years following the date of incurrence thereof, and, if applicable, assuming any replacement revolving credit commitments were fully drawn) payable generally by the Borrower to Lenders or other institutions providing such Indebtedness, but excluding any commitment fees, arrangement fees, structuring fees, underwriting fees, closing payments or other similar fees payable to any arrangers and/or bookrunners (or their respective Affiliates) in connection therewith that are not generally shared with all relevant lenders or holders (in their capacities as such) and, if applicable, ticking fees accruing prior to the funding of such Indebtedness and customary consent or amendment fees for an amendment paid generally to consenting Lenders (and regardless of whether any such fees are paid to, or shared in whole or in part with, any Lender); provided that, with respect to any Indebtedness that includes a "floor~~,~~", (a) to the extent that Adjusted Term SOFR on the date that the Effective Yield is being calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Indebtedness for the purpose of calculating the Effective Yield and (b) to the extent that Adjusted Term SOFR on the date that the Effective Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the Effective Yield.

"Eligible Assignee" means (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) Holdings, the Borrower or any of their Affiliates.

"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 Agreement."

~~"**Equity Capitalization**" has the meaning assigned to such term in the definition of "Equity Contribution".~~

~~"**Equity Contribution**" means the direct or indirect cash equity contributions made by the Sponsor and certain other Investors (including the Management Investors) arranged by or designated by the Sponsor directly or indirectly to the Parent and to Mideo, the net proceeds of which will be further contributed by Parent and Mideo, directly or indirectly, as cash equity to Merger Sub in connection with the consummation of the Merger (*provided* that any such contributions in a form other than common Equity Interests shall be reasonably acceptable to the Joint Lead Arrangers), in an aggregate amount equal to, when combined with the Fair Market Value of any Equity Interests of any of the Rollover Investors rolled over or invested in connection with the Transactions (the foregoing, the "**Equity Capitalization**") at least 70.0% of the sum of (1) the aggregate amount of Credit Facilities funded on the Effective Date (but excluding the gross proceeds of any Loans borrowed on the Effective Date to fund working capital needs and certain original issue discount or upfront fees) *plus* (2) the Equity Capitalization of the Borrower and its Subsidiaries on~~ the Effective Date after giving effect to the ~~Transactions; *provided* that the Sponsor, after giving effect to the Transactions, shall directly or indirectly control the voting of the capital stock having at least a majority of the ordinary voting power for the election of the Board of Directors of the Borrower on the Effective Date after giving effect to the Transactions.~~

"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.

"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.

"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; ~~or~~ (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.

~~"**Escrowed Proceeds**" means the proceeds from the offering of any debt securities or other Indebtedness paid into an escrow account with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow account upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.~~

"ETQ Acquisition" means the acquisition by ETQ Holdings, LLC of e-TeleQuote Insurance, Inc. pursuant to that certain Purchase & Subscription Agreement, dated as of August 30, 2024, by and between ETQ Holdings, LLC and e-TeleQuote Insurance, Inc.

"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.

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

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Excess Cash Flow" means, for any period, an amount (if positive) equal to the excess of:

(a) the sum (in each case, for the Borrower and the Restricted Subsidiaries on a consolidated basis), without duplication, of:

(i) Consolidated Net Income for such period,

(ii) an amount equal to the amount of all non-cash charges to the extent deducted in arriving at such Consolidated Net Income (*provided*, in each case, that if any non-cash charge represents an accrual or reserve for cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period),

(iii) (x) decreases in Consolidated Working Capital, long-term receivables and long-term prepaid assets (but excluding any right of use assets or right of use liabilities or fixed assets), (y) increases in long-term deferred revenue for such period and (z) without duplication of amounts in the foregoing clauses (x) or (y), decreases in the Contract Asset Balance, in each case, on the last day of such period as compared to the first day of such period,

(iv) an amount equal to the aggregate net loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, and

(v) extraordinary cash gains during such period~~;~~ and to the extent not deducted in arriving at such Consolidated Net Income, *less*:

(b) the sum (in each case, for the Borrower and the Restricted Subsidiaries on a consolidated basis), without duplication (including in any subsequent fiscal years), of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income ~~(including any amounts included in Consolidated Net Income pursuant to the last sentence of the definition of "Consolidated Net Income" to the extent such amounts are due but not received during such period)~~ and cash charges included in clauses (a)~~ through~~, (~~a~~c), (g) and (h) of the definition of "Consolidated Net Income," except to the extent such cash charges were financed with long-term Indebtedness (other than revolving Indebtedness),

(ii) ~~without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years~~to the extent paid with Internally Generated Cash, the amount of Capital Expenditures and Capitalized Software Expenditures made ~~or accrued~~ in cash during such period~~ or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period, except to the extent that such Capital Expenditures were financed with long-term Indebtedness (other than revolving Indebtedness),~~

(iii) to the extent paid with Internally Generated Cash, (x) the aggregate

amount of all principal payments of Indebtedness during such period, including (A) the principal payments of Term Loans under this Agreement made pursuant to Section 2.10(a), (B) the principal component of payments in respect of Financing Lease Obligations and (C) the amount of any mandatory prepayment of Loans, Incremental Equivalent Debt and Credit Agreement Refinancing Indebtedness, in each case, to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase but in each case under this clause (x), excluding (I) all prepayments of revolving loans and swingline loans (including the Revolving Loans and Swingline Loans) made during such period (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (II) all principal prepayments of Indebtedness (other than the Loans) to the extent reducing the required prepayment of Term Loans in respect of such period pursuant to the first sentence of Section 2.11(d) and (III) all such principal payments of Indebtedness to the extent financed with long-term Indebtedness (other than revolving Indebtedness) and (y) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness referred to in clause (x)~~, to the extent not financed with long-term Indebtedness (other than revolving Indebtedness~~ (and not excluded by sub-clauses (I) – (III)),

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) (x) increases in Consolidated Working Capital, long-term receivables and long-term prepaid assets (but excluding any right of use assets or right of use liabilities or fixed assets), (y) decreases in long-term deferred revenue ~~for such period~~ and (~~z~~x) without duplication of amounts in the foregoing clauses (x) or (y), increases in the Contract Asset Balance, in each case on the last day of such period as compared to the first day of such period,

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of liabilities of the Borrower and the Restricted Subsidiaries (including any earn-outs and expenditures for the payment of financing fees) other than Indebtedness, to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income and were not financed with long-term Indebtedness (other than revolving Indebtedness),

(vii) ~~without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years~~to the extent paid with Internally Generated Cash, the amount of Investments (other than (A) intercompany Investments~~,~~ and (B) Investments in Cash Equivalents~~ and (C) Investments made using the Available Amount and the Available Equity Amount (other than clause (a) thereof)~~) and acquisitions not prohibited by this Agreement made in cash during such period~~ or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period, to the extent that such Investments or~~

~~acquisitions and were not financed with long-term Indebtedness (other than revolving Indebtedness),~~,

(viii) to the extent paid with Internally Generated Cash, the amount of Restricted Payments (other than Restricted Payments to the Borrower or any Restricted Subsidiary) permitted by clause (~~i) (limited to the amount distributed for minority interests to any Person that is not a Restricted Subsidiary), (iii) (other than to the Borrower or any Restricted Subsidiary), (vi), (vii), (viii) (other than Restricted Payments made using the Available Amount and the Available Equity Amount (other than clause (a) thereof)), (x), (xi),~~vi), (vii) (other than sub-clauses (A) and (C) thereof), (viii), (xii), (xiii), (xv~~i~~v) and (~~xvi) (other than clause (A)(i) of clause (xvi)~~xviii) of Section 6.08(a) that are paid in cash during such period ~~or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period,~~ and not prohibited by this Agreement~~, to the extent such Restricted Payments were not financed with long-term Indebtedness (other than revolving Indebtedness),~~

(ix) ~~the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period or are not deducted (and not added back) in calculating Consolidated Net Income, to the extent that such expenditures were not financed with long-term Indebtedness (other than revolving Indebtedness),~~

(x) ~~without duplication of amounts deducted from Excess Cash Flow in prior periods, (1) the aggregate consideration required to be paid in cash by the Borrower or any Restricted Subsidiary pursuant to binding contracts, commitments, letters of intent or purchase orders (the "**Contract Consideration**"), in each case, entered into prior to or during such period and (2) the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditures by the Borrower or any Restricted Subsidiary (the "**Planned Expenditures**"), in the case of each of clauses (1) and (2), relating to Permitted Acquisitions, other Investments (other than intercompany Investments and Investments in Cash Equivalents), Capitalized Software Expenditures or Capital Expenditures (including other purchases of intellectual property) to be consummated or made during a subsequent period (and in the case of Planned Expenditures, during the immediately succeeding four fiscal quarters of the Borrower); *provided* that, in each case, to the extent the aggregate amount of internally generated cash flow of the Borrower or the Restricted Subsidiaries actually utilized to finance such Permitted Acquisitions, Investments, Capital Expenditures or Capitalized Software Expenditures during such subsequent period is less than the Contract Consideration or Planned Expenditures, as applicable, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of the succeeding fiscal year,~~

(~~xi~~ix) the amount of taxes (including penalties and interest or tax reserves) paid in cash ~~and/or tax reserves set aside, payable, or reasonably estimated to be payable (without duplication)~~ in such period, including any Tax Distributions pursuant

to Section 6.08(a)(vii)(A) to the extent they exceed the amount of cash tax expense

deducted in determining Consolidated Net Income for such period,

~~(xii) the amount of cash payments made in respect of pensions and other postemployment benefits in such period to the extent not deducted in arriving at such Consolidated Net Income,~~

~~(xiii) to the extent not deducted in arriving at Consolidated Net Income, cash fees, expenses and purchase price adjustments incurred in such period in connection with the Transactions or any permitted Investment, issuance of Equity Interests or debt incurrence (whether or not consummated) and any Restricted Payment made in such period to pay any of the foregoing incurred by Holdings or any Parent Entity,~~

~~(xiv) reimbursable and insured expenses in such period to the extent such reimbursement has not yet been received and to the extent not deducted in arriving at such Consolidated Net Income, and~~

(~~xv~~x) extraordinary cash losses during such period and to the extent not deducted in arriving at such Consolidated Net Income~~.~~, and

(xi) without duplication of any of the foregoing clauses (i) through (x), the Net Proceeds of any Extraordinary Receipts applied during such period to prepay outstanding Term Loans in accordance with Section 2.11(c).

"Excess Cash Flow Period" has the meaning assigned to such term in Section 2.11(d).

"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 $~~2,500,000~~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 ~~(i)~~ 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~~wholly-owned Restricted Subsidiary of the Borrower) or requiring the consent of one or more third parties (other than Holdings, the Borrower or any ~~wholly-owned~~wholly-owned Restricted Subsidiary of the Borrower) under ~~and/or (ii) any~~, or the pledge thereof ~~e~~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~~wholly-owned Restricted Subsidiary of Holdings or the Borrower) pursuant to, any applicable Organizational Documents, Joint Venture agreement or shareholders' agreement, Equity Interests in any Person ~~other than~~(provided that no Equity Interests issued by the Borrower ~~or~~, any Restricted Subsidiary that is a ~~wholly-owned,~~wholly-owned Restricted Subsidiary (~~except~~or any Subsidiary that becomes ~~non-wholly-owned~~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 ~~their~~the Subsidiaries or any direct or indirect Parent Entity or other material equityholder of the foregoing, ~~as reasonably determined by the Borrower in consultation with (but without the consent of) the Administrative Agent, (f) Foreign Intellectual Property and~~(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~~wholly-owned Restricted 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) ~~the Equity Interests of any (i)~~ [~~r~~Reserved], (~~ii) Unrestricted Subsidiary, (iii) not-for-profit subsidiary, any Receivables Subsidiary and/or any captive insurance company, (iv~~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), (~~v~~l) any Equity Interests of any Person acquired after the Effective Date pursuant to a Permitted Acquisition or similar Investment that are pledged to secure Indebtedness

permitted to be assumed hereunder (and not incurred in contemplation of the Effective Date or such

Permitted Acquisition or similar Investment) existing at the time of such Permitted Acquisition or similar Investment, and ~~(vi) any Equity Interests of any Person other than a wholly-owned Restricted Subsidiary (except 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), (k~~/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~~, and/or (l) receivables, leases, contracts, loans, mortgages, royalties and related assets (or interests therein) including but not limited to inventory, bank accounts, records and proceeds of any of the foregoing (A) sold or contributed to any Receivables Subsidiary or (B) otherwise pledged, factored, transferred or sold in, in each case, connection with any Permitted Receivables Financing~~. 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 doubt, no "carrier contract" between the Borrower or a Restricted 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) [~~r~~Reserved], (b) each Subsidiary listed on Schedule 1.01(a), (c) any Unrestricted Subsidiary, (d) [~~r~~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) ~~any direct or indirect Domestic Subsidiary of a direct or indirect Foreign Subsidiary of the Borrower,~~[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 ~~to~~ any direct or indirect Parent Entity ~~(as reasonably determined by the Borrower in consultation with (but without the consent of) the Administrative Agent), (j) any other Subsidiary excused from becoming a Loan Party pursuant to clause (a) of the last paragraph of the definition of the term "Collateral and Guarantee Requirement," (k) each Receivables Subsidiary, (l) any not-for-profit Subsidiaries or~~, (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 Obligation" 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 ~~imposed by~~ (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) ~~any jurisdiction as a result of any other present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising solely from such recipient having executed, delivered, or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or assigned an interest in, or engaged in any other transaction pursuant to, or enforced, any Loan Documents)~~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 ~~due~~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.

"Existing Class" means Existing Term Loan Classes and each Class of Existing Revolving Commitments.

~~"**Existing Credit Agreement Indebtedness**" means the principal, interest, fees and other amounts, other than contingent obligations not due and payable and that by their terms survive the termination of the Existing Credit Facility (as defined below), outstanding under that certain Credit Agreement, dated as of October 31, 2014 (as amended, supplemented or otherwise modified from time to time prior to the Effective Date, the "**Existing Credit Facility**"), by and among Norvax, GoHealth LLC, Levelbott LLC and ASAP Quotes LLC (as borrowers) and FirstMerit Bank, N.A. (k/n/a Huntington National Bank) as lender.~~

~~"**Existing Credit Facility**" has the meaning assigned to such term in the definition of "Existing Credit Agreement Indebtedness".~~

"Existing Revolving Class" has the meaning assigned to such term in Section 2.24(b).

"Existing Revolving Commitments" has the meaning assigned to such term in Section 2.24(b).

"Existing Revolving Loans" has the meaning assigned to such term Section 2.24(b).

"Existing Term Loan Class" has the meaning assigned to such term in Section 2.24(a).

"Extended Loans/Commitments" means Extended Term Loans, Extended Revolving Loans and/or Extended Revolving Commitments; provided that no Class A Revolving Loans shall be Extended Loans/Commitments after the Effective Date.

"Extended Revolving Commitments" has the meaning assigned to such term in Section 2.24(b).

"Extended Revolving Loans" has the meaning assigned to such term in Section 2.24(b).

"Extended Term Loans" has the meaning assigned to such term in Section 2.24(a).

"Extending Lender" has the meaning assigned to such term in Section 2.24(c).

"Extension Date" has the meaning assigned to such term in Section 2.24(e).

"Extension Election" has the meaning assigned to such term in Section 2.24(c).

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

"Extraordinary Receipts" means any cash in excess of $3,000,000 received by the Borrower or any of the Restricted Subsidiaries not in the ordinary course of businessincluding (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 Restricted 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 Restricted 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 Restricted Subsidiaries or (ii) received by the Borrower or any of its Restricted 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 Restricted 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~~, collectively, (i)~~ that certain ~~Credit Facilities Fee L~~letter agreement, dated as of ~~August 15, 2019, by and among Parent, Owl Rock Capital Corporation, Owl Rock Capital Corporation II, Owl Rock Technology Finance Corp. and Owl Rock Capital Advisors LLC, MidCap Financial Trust and Benefit Street Partners L.L.C. and (ii) that certain Fee Letter, dated as of August 15, 2019, by and among Parent and Owl Rock Capital Advisors~~the date hereof, 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.

"Financial Maintenance Covenant" means the covenants set forth in Section 6.13.

"Financial Maintenance Covenant Event of Default" has the meaning assigned to such term in Section 7.01(d).

"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 Restricted 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).

"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) with respect to Class A Revolving Loans, a rate of interest equal to 1.00% per annum and (b) with respect to Initial Term Loans and Class A-1 Revolving Loans, 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 Intellectual Property**" means any right, title or interest in or to any Intellectual Property governed by or arising or existing under, pursuant to or by virtue of the laws of any jurisdiction other than the United States of America or any state thereof.~~

"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.

~~"**Foreign Subsidiary/FSHCO Prepayment Event**" has the meaning assigned to such term in Section 2.11(i).~~

"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.

"Funded Debt" means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Borrower or any Restricted Subsidiary, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"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 ~~regulatory~~ Requirements of Law, to the extent applicable to the items and services provided by the Borrower and each Restricted 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) Initial Holdings, (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.

~~"**Immaterial Subsidiary**" means any Subsidiary that is not a Material Subsidiary.~~

"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).

~~"**Incremental Base Amount**" means in the case of Indebtedness that constitutes Incremental Facilities, Incremental Equivalent Debt, Ratio Indebtedness and Acquisition Debt, an aggregate amount for all such Indebtedness not to exceed the sum of (i) the greater of (x) $25,000,000 and (y) 100% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), less (ii) the amount of all Incremental Facilities, all Incremental Equivalent Debt, all Ratio Indebtedness and all Acquisition Debt that was incurred in reliance on this definition and prior to the applicable date of incurrence, in each case, after giving effect to any permitted reclassification of the amounts incurred pursuant to this definition as being incurred pursuant to clause (c) of the definition of "Incremental Cap," in accordance with the last sentence of the definition of "Incremental Cap".~~

~~"**Incremental Cap**" means, as of any date of determination occurring after the Amendment No. 1 Effective Date, the sum of~~

~~(a) the Incremental Base Amount, *plus*~~

~~(b) the aggregate amount of all voluntary prepayments of any Term Loans, Incremental Equivalent Debt, and/or Credit Agreement Refinancing Indebtedness, in each case secured on an equal priority basis (except with respect to the control of remedies) with the Secured Obligations and/or voluntary permanent reductions of the Revolving Commitments (in each case other than with the proceeds of an Incremental Facility incurred pursuant to clause (c) below); *provided* that the relevant prepayment is not funded with proceeds from the incurrence of any long-term Indebtedness (other than loans under any revolving credit facility), including any Indebtedness incurred pursuant to clause (c) below, *plus*~~

~~(c)~~ "Incremental Cap" means, as of any date of determination, the maximum aggregate principal amount that can be incurred, after giving effect to the incurrence of any Incremental Facility or Incremental Equivalent Debt ~~pursuant to this clause (c)~~ (which shall assume that the full amounts of any Incremental Revolving Commitment Increase established at such time are fully drawn, whether or not any such amounts are actually drawn) and the use of proceeds thereof, on a pro forma basis ~~(but without giving effect to any simultaneous incurrence of any Incremental Facility or Incremental Equivalent Debt made pursuant to the foregoing clause (a) or (b) and any simultaneous borrowings of up to $15,000,000 under the Revolving Credit Facility)~~, without causing the Total ~~Net~~ Cash Leverage Ratio to exceed ~~6.00~~2.25:1.00~~, in each case,~~ for the Test Period most recently ended on or prior to the date of such incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)); provided that in the case of a Limited Condition Transaction, the testing thereof may be done in accordance with Section 1.08~~, *plus*~~.

~~(d) after giving effect to the amendment contemplated by Section 2 of the~~

~~Incremental Facility Agreement No. 4, but prior to giving effect to the Revolving Credit Commitment Increase contemplated by Section 3 of Incremental Facility Agreement No. 4, $142,000,000, *plus*~~

~~(c) after giving effect to the amendment contemplated by Section 2 of Amendment No. 6, but prior to giving effect to the 2021-2 Incremental Term Loan Commitment contemplated by Section 3 of Amendment No. 6, $100,000,000.~~

~~It is understood and agreed that, (x) any Incremental Facility or Incremental Equivalent Debt incurred in reliance on clause (a) or (b) of this definition may be reclassified as the Borrower elects and upon notice to the Administrative Agent, from time to time, as incurred in reliance on clause (c) if the Borrower is able to satisfy the applicable incurrence test set forth in clause (c) at such time on a pro forma basis and (y) for the avoidance of doubt, the Loan Parties shall be deemed to have incurred any Incremental Facility or Incremental Equivalent Debt in reliance on the foregoing clause (c) prior to any such incurrence in reliance on foregoing clauses (a) or (b), unless otherwise determined by the Borrower.~~

Notwithstanding anything herein to the contrary, the Incremental Cap shall ~~be unavailable~~deemed to be $0 during ~~the~~a Suspension Period.

"Incremental Commitment" has the meaning assigned to such term in Section 2.20(a).

"Incremental Equivalent Debt" has the meaning assigned to such term in Section 6.01(a)(xxiii).

"Incremental Facility" has the meaning assigned to such term in Section 2.20(a).

~~"**Incremental Facility Agreement No. 2**" means that certain Incremental Facility Agreement No. 2, dated as of May 7, 2020, among Holdings, the Borrower, the 2020 Incremental Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 2 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 2.~~

~~"**Incremental Facility Agreement No. 3**" means that certain Incremental Facility Agreement No. 3, dated as of June 11, 2020, among Holdings, the Borrower, the Incremental No. 3 Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 3 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 3.~~

~~"**Incremental Facility Agreement No. 4**" means that certain Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, among Holdings, the Borrower, the Incremental No. 4 Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 4 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 4.~~

"Incremental Facility Amendment" has the meaning assigned to such term in Section 2.20(f).

~~"**Incremental No. 3 Revolving Commitments**" means, in respect of each Incremental No. 3 Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 3. The aggregate amount of Incremental No. 3 Revolving Commitments as of the Incremental Facility Agreement No. 3 Effective Date is $8,000,000.~~

~~"**Incremental No. 3 Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 3.~~

~~"**Incremental No. 4 Revolving Commitments**" means, in respect of each Incremental No. 4 Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 4. The aggregate amount of Incremental No. 4 Revolving Commitments as of the Incremental Facility Agreement No. 3 Effective Date is $142,000,000.~~

~~"**Incremental No. 4 Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 4.~~

"Incremental Refinancing Facility" has the meaning assigned to such term in Section 2.20(a).

"Incremental Refinancing Term Loans" has the meaning assigned to such term in Section 2.20(a).

"Incremental Revolving Commitment Increase" has the meaning assigned to such term in Section 2.20(a).

"Incremental Term Loan" has the meaning assigned to such term in Section 2.20(a)~~, which shall include the 2020 Incremental Term Loans, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans~~.

"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 Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be incurred by such Person at the time it becomes a Restricted 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-~~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 ~~and~~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, ~~and~~

(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;

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 the Permitted Acquisitions, (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 Restricted Subsidiary are legally obligated) appearing on the balance sheet of the Borrower or any Restricted 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 Restricted 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 ~~and Other 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 Holdings" has the meaning assigned to such term in the preamble hereto.

~~"**Initial Revolving Borrowing Amount**" means one or more Borrowings of Revolving Loans on the Effective Date in an amount not to exceed the aggregate amounts specified or referred to in the definition of the term "Permitted Initial Revolving Credit Borrowing Purposes"; *provided* that, without limitation, Letters of Credit may be issued on the Effective Date to, among other things, backstop, replace or otherwise provide credit support in respect of, letters of credit outstanding immediately prior to the Effective Date under the Existing Credit Facility.~~

"Intellectual Property" has the meaning assigned to such term in the Collateral Agreement.

"Initial Term ~~**Facility**" means the term loan facility represented by the~~Lenders" means each Lender with an Initial Term Loans Commitment or an outstanding Initial Term Loan.

"Initial Term Loan Commitment" means (a) with respect to each Term Lender that is a Refinancing Term Lender on the Effective Date, the commitment of such Term Lender to make an Initial Term Loan hereunder on the Effective Date in the amount set forth on ~~Section~~Schedule 2.01 under the caption "Initial Term Loan Commitment" and (b) with respect to any Lender that becomes a Lender after the Effective Date, or in the Assignment and Assumption to which such Lender shall have assumed its Initial Term Loan Commitment, as the case may be. As of the Effective Date, the total Initial Term Loan Commitment ~~was~~is $~~300,000,000~~475,000,000.

"Initial Term Loans" means the term loans made on the Effective Date ~~pursuant to~~in accordance

with Section 2.01(a)(i).

"Initial Term ~~Loan~~ Maturity Date" means the ~~sixth~~fifth anniversary of the Effective Date.

"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 Restricted 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 substantially in the form of Exhibit D among the Administrative Agent and/or the Collateral Agent and one or more authorized representatives for holders of one or more classes of applicable Indebtedness secured by Liens on the Collateral which 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, with such changes thereto as are reasonably acceptable to the Administrative Agent and/or the Collateral Agent, the Required Lenders (provided that if any such Intercreditor Agreement is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement is reasonable and to have consented to such Intercreditor Agreement and the Administrative Agent's and/or the Collateral Agent's execution thereof) and the Borrower (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 substantially in the form of Exhibit E among the Administrative Agent and/or the Collateral Agent and one or more authorized representatives for holders of one or more classes of applicable Indebtedness secured by Liens on the Collateral which are intended to rank junior in priority (but without regard to the control of remedies) to the Liens on the Collateral securing the Secured Obligations, with such changes thereto as are reasonably acceptable to the Administrative Agent and/or the Collateral Agent, the Required Lenders (provided that if any such Intercreditor Agreement is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement is reasonable and to have consented to such Intercreditor Agreement and the Administrative Agent's and/or the Collateral Agent's execution thereof) and the Borrower (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 March, June, September and December, (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 and, in the case of a SOFR Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and (c) to the extent necessary to create a fungible tranche of Term Loans, the date of the incurrence of any Incremental Term Loans.

"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, three or, other than in the case of Initial Term Loans or Class A-1 Revolving Loans, six months thereafter (or, if available to each Lender participating therein, 12 months or such other period less than one month thereafter as the Borrower may elect); 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.

"Internally Generated Cash" means (a) cash held by the Borrower or any Restricted Subsidiary as of the Effective Date after giving effect to the Transactions and (b) without duplication of clause (a), cash generated by the Borrower or any Restricted Subsidiary, excluding Net Proceeds of any Casualty Event and any cash that is generated from an issuance of Equity Interests or incurrence of Indebtedness (other than any Revolving Loans or extensions of credit under any other revolving loan facility permitted under this Agreement).

"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 (exincluding, in the case of the Borrower and the Restricted 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) or, (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, minus any payments in cash or Cash Equivalents actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment and without duplication of amounts increasing the Available Amount or the Available Equity Amount), 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, minus any payments actually received by such investor representing a Return in respect of such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment and without duplication of amounts increasing the Available

Amount or the Available Equity Amount), but without any other adjustment for increases or

decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (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 ~~as a Return in respect of such Investment (to the extent such amounts referred to in clause (B) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto and without duplication of amounts increasing the Available Amount or the Available Equity Amount)~~, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. 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 the Sponsor and certain other investors (including the ~~Rollover Investors and the~~ Management Investors) arranged by and/or designated by the Sponsor who hold, or will hold, Equity Interests in Holdings (or any Parent Entity) on ~~or shortly following~~ the Effective Date after giving effect to the Transactions.

"IPO" means (a) the initial underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8) of common Equity Interests in Holdings, the Borrower or a Parent Entity of Holdings or (b) the acquisition, purchase, merger or combination of Holdings, the Borrower or a Parent Entity of Holdings, by, or with, a publicly traded special acquisition company that (i) is an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (ii) prior to the IPO, shall have engaged in no business or activities in any material respect other than activities related to becoming and acting as a publicly traded special acquisition company and entry into the IPO and (iii) immediately prior to the IPO, shall have no material assets other than cash and Cash Equivalents; provided that any merger or combination pursuant to this sentence involving Holdings shall comply with the requirements of Section 6.06(o).

"IRS" means the United States Internal Revenue Service.

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

"Issuing Bank" means (a) Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation) and (b) each other Revolving Lender that shall have become an Issuing Bank hereunder as provided in Section 2.05(k) or Section 9.04(j) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.05(l) or Section 9.04(j)), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the Issuing Bank and the Borrower (or any Subsidiary) or in favor of the Issuing Bank and relating to such Letter of Credit.

~~"**Joint Bookrunners**" means Blue Owl Credit Advisors LLC (formerly known as Owl Rock Capital Advisors, LLC), MidCap Financial Trust (acting through its affiliates as it deems appropriate) and Benefit Street Partners L.L.C. (acting through such of its affiliates as it deems appropriate).~~

~~"**Joint Lead Arrangers**" means Owl Rock Capital Advisors, LLC, MidCap Financial Trust (acting through its affiliates as it deems appropriate) and Benefit Street Partners L.L.C. (acting through such of its affiliates as it deems appropriate).~~

"Joint Venture" means a 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 Agreement."

"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, including the latest maturity or expiration date of any Incremental Facility, any Other Term Loan, any Other Term Commitment, any Other Revolving Loan or any Other Revolving Commitment, in each case as extended in accordance with this Agreement from time to time.

"LC Commitment" means, in the case of each Issuing Bank, such amount as set forth in ~~Section~~Schedule 2.05 hereto.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, (a) the sum of the undrawn amounts of all outstanding Letters of Credit at such time plus (b) the sum of the amounts of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or Rule 3.14 of the ISP or Article 29(a) of the Uniform Customs and Practice for Documentary Credits or applicable law, or the express terms of the Letter of Credit, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount available to be drawn under such Letter of Credit in effect at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the amount available thereunder, the amount of such Letter of Credit shall be deemed to be the maximum amount available to

be drawn under such Letter of Credit after giving effect to all such increases, whether or not such

maximum amount is available to be drawn immediately 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 Term Lenders, the Revolving Lenders and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or an Incremental Facility Amendment ~~(including the 2020 Incremental Term Lenders under Amendment No. 1, the 2021 Incremental Term Lenders under Amendment No. 5 and the 2021-2 Incremental Term Lenders under Amendment No. 6)~~, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means any letter of credit issued pursuant to Section 2.05 of this Agreement, other than any such letter of credit that shall have ceased to be a "Letter of Credit" outstanding hereunder pursuant to Section 9.05. A Letter of Credit may be a commercial letter of credit, trade letter of credit or a standby letter of credit; provided that no Issuing Bank shall be required to issue a commercial letter of credit or trade letter of credit without its consent.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the Issuing Bank.

"Letter of Credit Sublimit" means $5,000,000.

"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 Restricted 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 Restricted 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 sum of (a) the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Restricted Subsidiary and held in deposit accounts or securities accounts that are subject to Account Control Agreements granting the Collateral Agent (or, with respect to any Account Control Agreements existing on the Effective Date, Blue Owl Capital Corporation (f/k/a Owl Rock Capital Corporation) (the "Predecessor Agent") so long as such Account Control Agreement has been assigned by the Predecessor Agent to the Collateral Agent) a first priority perfected lien; provided that from the Effective Date through and including December 15, 2024, the aggregate amount of unrestricted cash and Cash Equivalents owned by e-TeleQuote Insurance, Inc. and held in deposit accounts or securities accounts need not be subject to Account Control

Agreements to be included in the calculation of this clause (a), *plus* (b) the aggregate amount of Revolving Commitments then in effect and available to be drawn at such time minus the Revolving Exposure of all Lenders at such time hereunder.

~~"**Liquidity Cure Amount**" has the meaning assigned to such term in Section 6.13(c).~~

~~"**Liquidity Cure Contribution**" has the meaning assigned to such term in Section 6.13(c).~~

"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) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, 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 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) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of 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, any Incremental Facility Amendment ~~(including Amendment No. 1, Incremental Facility Agreement No. 2, Incremental Facility Agreement No. 3, Incremental Facility Agreement No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8), Amendment No. 9, Amendment No. 10, Amendment No. 11,~~ any Loan Modification Agreement, 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)~~, the Amendment No. 7 Fee Letter and the Amendment No. 11 Fee Letter~~.

"Loan Modification Agreement" means a Loan Modification Agreement, in form reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more accepting lenders, effecting one or more amendments hereto and to the other Loan Documents as are contemplated by Section 2.24.

"Loan Modification Offer" means any Term Loan Extension Request or Revolving Credit Extension Request.

"Loan Parties" means Holdings, the Borrower and the Subsidiary Loan Parties.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Losses" has the meaning assigned to such term in Section 9.03(b).

~~"**LTV Ratio**" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such determination to (b) the Contract Asset Balance as of the last day of such Test Period.~~

"Majority in Interest" when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Lenders, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the aggregate Revolving Exposures and the unused aggregate Revolving Commitments at such time, (b) in the case of Lenders with Other Revolving Commitments, Lenders holding Other Revolving Commitments representing more than 50% of the sum of the aggregate Other Revolving Commitments of such Lenders in such Class, (c) in the case of Lenders with Replacement Revolving Commitments, Lenders holding Replacement Revolving Commitments representing more than 50% of the sum of the aggregate Replacement Revolving Commitment of such Class and (d) in the case of the Term Lenders of any Class, Lenders holding outstanding Term Loans of such Class representing more than 50% of all Term Loans of such Class outstanding at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Term Loans, Revolving Exposures and unused Revolving Commitments, Replacement Revolving Commitments or Other Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of the Majority in Interest.

"Make-Whole Premium" means, with respect to any applicable repayment or prepayment of Initial Term Loans prior to the first anniversary of the Effective Date, an amount equal to the sum of (A) 3.00% of the principal amount of the principal amount of the Initial Term Loans being prepaid or repaid or, with respect to Section 2.11(a)(vii), the principal amount of Initial Term Loans outstanding immediately prior to the effectiveness of the amendment effectuating such Repricing Transaction plus (B) the present value, computed on the date of such repayment or prepayment (or required repayment or prepayment), as the case may be, of the amount of interest that would have accrued on the principal balance of the Initial Term Loans being prepaid or repaid from the date of such prepayment to and including the day immediately preceding the first anniversary of the Effective Date had such Initial Term Loans remained outstanding for the duration of such period (calculated assuming that all such interest would have been paid in cash on each applicable interest payment date applying Adjusted Term SOFR as of the relevant date of determination), which such present value shall be computed using a discount rate equal to the Treasury Rate, plus 0.50%.

"Management Investors" means (i) NVX Holdings, Inc., Brandon Cruz, Clint Jones and the other 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 will become) direct or indirect investors in the Equity Interests of Holdings, any other Parent Entity or in the Borrower as of the ~~Effective~~Original Closing Date or otherwise 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~~Original Closing 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 ~~(a) on the Effective Date, a Material Adverse Effect (as defined in the Merger Agreement) and (b) after the Effective Date,~~ a circumstance or condition that would materially and adversely affect (i) the business, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (iii) the rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders under the Loan Documents.

"Material Indebtedness" means (without duplication) ~~"third-party"~~ indebtedness for borrowed money (other than the Loan Document Obligations), ~~Capital~~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 Restricted Subsidiaries in an aggregate principal amount exceeding (x) during ~~the~~a Suspension Period, $5,000,000 and (y) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $7,500,000~~; *provided* that in no event shall any Permitted Receivables Financing be considered Material Indebtedness for any purpose~~. 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 Restricted 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 (b), had revenues or total assets (determined on a consolidated basis for such Restricted Subsidiary and its Restricted Subsidiaries) for such quarter in excess of 5.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Restricted Subsidiaries for such quarter or that is designated by the Borrower as a Material Subsidiary and (b) any Restricted Subsidiary that is part of a group comprising Restricted 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 (b), had revenues or total assets (determined on a consolidated basis for all such Restricted Subsidiaries and their respective Restricted Subsidiaries) for such quarter in excess of 10.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Restricted Subsidiaries for such quarter.

~~"**Merger**" has the meaning specified in the recitals to this Agreement.~~

~~"**Merger Agreement**" means the Agreement and Plan of Merger, dated as of August 15, 2019, by and among, Blizzard Aggregator, LLC, Parent, Initial Holdings, Merger Sub, the Target and Brandon Cruz as seller representative.~~

~~"**Merger Consideration**" has the meaning specified in the recitals to this Agreement.~~

~~"**Merger Sub**" has the meaning assigned to such term in the preamble hereto.~~

"MFN Adjustment" has the meaning provided in Section 2.20(b).

"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, 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 ~~4.01(f) (if any) or 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 Income" means, with respect to any Person, the net income (loss) attributable to such Person, determined on a consolidated basis in accordance with GAAP and before any reduction in respect of dividends on preferred Equity Interests (other than dividends on Disqualified Equity Interests).

"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 Restricted 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 Sale Leaseback or Casualty Event or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by the Borrower and the Restricted 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 incurred pursuant to Section 6.01(a)) 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 Restricted Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or the Restricted 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 Restricted 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 Restricted 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 Class A Revolving Commitments**" has the meaning assigned to such term in Amendment No. 11~~

~~"**New Project**" means (a) each facility which is either a new facility, branch or office or an expansion, relocation, remodeling or substantial modernization of an existing facility, branch or office owned by the Borrower or the Subsidiaries which in fact commences operations and (b) each creation (in one or a series of related transactions) of a business unit to the extent such business unit commences operations or each expansion (in one or a series of related transactions) of business into a new market.~~

"Non-Accepting Lender" has the meaning assigned to such term in Section 2.24(h).

"Non-Cash Compensation Expense" means any non-cash expenses and costs that result from the issuance, vesting (including accelerated vesting), forfeiture, or other modification of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, including, without limitation, restricted stock units, stock options, profits units, performance stock units, stock appreciation rights, and other equity-linked compensation.

"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. ~~For avoidance of doubt, an operating lease or other obligation in respect of, or under, straight line leases, shall be considered a Non-Financing Lease Obligation.~~

~~"**Non-Loan Party**" means any Person that is not a Loan Party.~~

~~"**Not Otherwise Applied**" means, with reference to the Available Amount or the Available Equity Amount, as applicable, that was not previously (or concurrently) applied pursuant to Section 6.04(c), 6.04(i), 6.04(n), 6.04(q), 6.08(a)(vii)(E), 6.08(a)(viii) or 6.08(b)(iv) or any Cure Amount.~~

"Notice of Intent to Cure" has the meaning assigned to such term in Section 7.02(c).

"Notice of Prepayment" shall have the meaning assigned to such term in Section 2.11(h).

~~"**October TL Prepayment**" has the meaning assigned to such term in Amendment No.~~

~~11.~~

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

~~"**OID**" means original issue discount.~~

"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.

"Original Administrative Agent" means Blue Owl Capital Corporation.

"Original Class A Revolving Commitment" means each "Class A Revolving Commitment" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.

~~"**Original Class A Revolving Facility**" means the revolving credit facility represented by the Original Class A Revolving Commitments.~~

"Original Class A Revolving Lender" means each "Class A Revolving Lender" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.

"Original Closing Date" means September 12, 2019.

"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).

~~"**Original Class A Revolving Loans**" means the Class A Revolving Loans outstanding immediately prior to Amendment No. 11 Effective Date.~~

~~"**Original Class B Revolving Commitment**" means each "Class B Revolving Commitment" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.~~

~~"**Original Class B Revolving Facility**" means the revolving credit facility represented by the Original Class B Revolving Commitments.~~

"**Original Class B Revolving Lender**" means each "Class B Revolving Lender" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.

"**Original Class B Revolving Loans**" means the Class B Revolving Loans outstanding immediately prior to Amendment No. 11 Effective Date.

"Other Revolving Commitments" means one or more Classes of revolving credit commitments hereunder or extended revolving commitments that result from a Loan Modification Agreement.

"Other Revolving Loans" means the revolving loans made pursuant to any Other Revolving Commitment.

"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.

"Other Term Commitments" means one or more Classes of term loan commitments hereunder that result from a Loan Modification Agreement.

"Other Term Loans" means one or more Classes of term loans that result from a Loan Modification Agreement, including any Extended Term Loans.

"Parent" has the meaning assigned to such term in the recitalsmeans GoHealth, Inc., a Delaware corporation.

"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).

"Participating Receivables Grantor" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"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 Acquisition" means an Acquisition Transaction, together with other Investments necessary to consummate such Acquisition Transaction; provided that:

(a) except in the case of a Limited Condition Transaction (in which case, no Event of Default shall have occurred as of the applicable LCT Test Date and no Event of Default under clause (a), (b), (h) or (i) of Section 7.01 shall have occurred and be continuing at the time of consummation thereof), after giving pro forma effect to any such Acquisition Transaction and Investment, no Event of Default shall have occurred and be continuing or would result therefrom,

(b) the business of such Person, or such assets, as the case may be, constitutes a business permitted by Section ~~5.16~~6.10,

(c) with respect to each such purchase or other acquisition, all actions required to be taken with respect to any such newly created or acquired Subsidiary (including each subsidiary thereof that constitutes a Restricted Subsidiary) or assets in order to satisfy the requirements set forth in clauses (a), (b), (c) and (d) of the definition of the term "Collateral and Guarantee Requirement" to the extent applicable shall have been taken to the extent required by Section 5.11 and 5.12 (or arrangements for the taking of such actions after the consummation of the Permitted Acquisition shall have been made that are reasonably satisfactory to the Administrative Agent) (unless such newly created or acquired Restricted Subsidiary constitutes an Excluded Subsidiary or such newly created or acquired asset constitutes an Excluded Asset),

(d) such acquired Person becomes a Restricted Subsidiary,

(e) after giving effect to such Acquisition Transaction, the Borrower shall be in pro forma compliance with the Financial Maintenance Covenant,

(f) ~~for any Acquisition Transaction or Investment for which the aggregate cash consideration exceeds $40,000,000,~~ the Borrower shall have delivered to the Administrative Agent (for further distribution by the Administrative Agent to the Lenders) no later than three (3) Business Days prior to the closing date of such Acquisition Transaction, copies of (i) the most recent audited and/or unaudited financial statements of the target company, (ii) the latest draft acquisition or merger agreement and (iii) to the extent prepared, a quality of earnings analysis or other third party valuation in respect of such Acquisition Transaction or Investment; provided that to the extent any such information or materials under clauses (i), (ii) or (iii) is subject to confidentiality restrictions preventing disclosure thereof to the Administrative Agent or the Lenders, such information or materials (or any part thereof) shall only be required to be delivered to the Administrative Agent and made available to any Lender to the extent that the Administrative Agent and each such Lender has executed a customary non-disclosure agreement with the target company with respect to such information or materials, and

(g) the Board of Directors of the target company shall not be contesting such Acquisition Transaction or Investment.

~~"**Permitted ECF Recalculation Considerations**" has the meaning assigned to such term in Section 2.11(d).~~

"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 Restricted 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 Restricted Subsidiaries, taken as a whole, and any exception on the ~~Mortgaged~~title ~~P~~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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Equal Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of senior secured notes, bonds or debentures or senior secured loans; provided that (i) such Indebtedness is secured by Liens on the Collateral that are (or are intended to) rank on an equal priority basis (but without regard to control of remedies) with the Liens securing the Secured Obligations, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (iii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the relevant Intercreditor Agreements. Permitted Equal Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Holder" means each of (a) the Investors, (b) the Management Investors and (c) other than for purposes of determining the "Permitted Holders" for purposes of clause (b) of the definition of "Change in Control," any group (within the meaning of Section 13(d)(3) of the Exchange Act (or any successor provision)) the members of which include any of the Permitted Holders specified in clauses (a) or (b) above (a "Permitted Holder Group"); provided that, in the case of any Permitted Holder Group, the Permitted Holders specified in clauses (a) or (b) above are the beneficial owners, directly or indirectly, of Equity Interests having more than 50.0% of the total voting power of the Voting Stock of Holdings (or, for the avoidance of doubt, any New Holdings or Successor Holdings) or any Parent Entity held by such Permitted Holder Group.

"Permitted Holder Group" has the meaning assigned to such term in the definition of "Permitted Holder."

~~"Permitted Initial Revolving Credit Borrowing Purposes" means one or more Borrowings of Revolving Loans equal to the sum of (a) an amount in order to fund any working capital requirements of Holdings, the Borrower and their respective Subsidiaries (including Merger Sub and its respective Subsidiaries) on the Effective Date, (b) an amount not to exceed $5,000,000 to pay the Merger Consideration, the Effective Date Refinancing and/or the Transaction Costs plus (c) an amount sufficient to cash collateralize letters of credit outstanding immediately prior to the Effective Date under the Existing Credit Facility.~~

"Permitted Junior Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of junior lien secured notes, bonds or debentures or junior lien secured loans; provided that (i) such Indebtedness is secured by Liens on the Collateral that rank (or are intended to) rank junior to the Liens on the Collateral securing the Secured Obligations, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (iii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the relevant Intercreditor Agreements. Permitted Junior Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Receivables Financing" means a securitization or other similar financing (including any factoring program) of Permitted Receivables Financing Assets that is non-recourse to Holdings, the Borrower and the Restricted Subsidiaries other than a Receivables Subsidiary (except for customary representations, warranties, covenants and indemnities and other customary forms of support, in each case made in connection with such facilities), all sales or contribution of Permitted Receivables Financing Assets and related assets by the Borrower or any Restricted Subsidiary to the Receivables Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower), and the financing terms, covenants, termination events and other provisions of which are on market terms (as determined in good faith by the Borrower) but may include Standard Securitization Undertakings, providing for the sale, conveyance, or contribution to capital of Permitted Receivables Financing Assets by Participating Receivables Grantors in transactions purporting to be sales of Permitted Receivables Financing Assets to either (a) a Person that is not Holdings, the Borrower and the Restricted Subsidiaries or (b) a Receivables Subsidiary that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest in such Permitted Receivables ~~Facility~~Financing Assets to a Person that is not Holdings, the Borrower and the Restricted Subsidiaries.

"Permitted Receivables Financing Assets" means (a) any accounts receivable, loan receivables, mortgage receivables, receivables or loans relating to the financing of insurance or healthcare premiums or relating to policies sold on behalf of an insurance carrier, royalty, patent or other revenue streams and other rights to payment or related assets and the proceeds thereof and (b) all assets securing or related to any such receivable or asset, all contracts and contract rights, guarantees or other obligations in respect of any such receivable or asset, lockbox accounts and records with respect to any such receivable or assets and any other assets (including inventory and proceeds thereof) customarily transferred (or in respect of which security interests are customarily granted) together with receivables or assets in connection with a securitization, factoring or receivables financing or sale transaction.

"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 ~~any modification,~~ refinancing~~, refunding~~, replacing, redeeming, repurchasing, defeasing, ~~acquiring, amending, supplementing, restructuring,~~ repaying, prepaying, retiring~~,~~ or extinguishing~~, renewal or extension of~~ 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) 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 have been made ~~and (iii) to the extent such excess amount is otherwise permitted to be incurred under Section 6.01~~, (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 ~~Debt~~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~~; *provided* that the foregoing requirements of this clause (b) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or if such Indebtedness is subject to Customary Escrow Provisions,~~, (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 ~~Loan Party~~Person that was not an obligor with respect to the Refinanced Indebtedness shall be an obligor under the Permitted Refinancing ~~(except that any Loan Party may be added as an additional direct or contingent obligor in respect of such Refinanced Indebtedness)~~ 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 ~~on the Collateral~~, no Lien on ~~the Collateral~~any assets securing the Indebtedness resulting from such Refinancing shall be more senior in priority relative to the Lien ~~on the Collateral~~ that secured the Refinanced Indebtedness and the Indebtedness resulting form 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 Class A Revolving Loans or Class A Revolving Commitments shall not constitute a Permitted Refinancing.

"Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of senior unsecured notes, bonds or debentures or loans; provided that (i) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (ii) such Indebtedness is not secured by any Lien on any property or assets of Holdings, the Borrower or any Restricted Subsidiary. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Person" means any natural person, corporation, limited liability company, trust, Joint Venture, association, company, partnership, Governmental Authority or other entity.

"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.

"~~**Planned Expenditures**~~Platform" has the meaning assigned to such term in ~~clause (x) of the definition of "Excess Cash Flow."~~Section 5.01.

"~~**Platform**~~Premium Event" has the meaning assigned to such term in Section ~~5.01~~2.11(a).

~~"**Prepayment Date**" means the date that any prepayment occurs pursuant to the terms of this Agreement in a manner described in clause (y) to the proviso to Section 2.11(a).~~

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of the Borrower or any Restricted Subsidiary (other than any sale, transfer or other Disposition of any property or asset permitted by Section 6.05(b), Section 6.05(c), Section 6.05(f), Section 6.05(q), 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 Restricted Subsidiary of any Indebtedness consisting of (i) any Credit Agreement Refinancing Indebtedness, (ii) any Incremental Refinancing Facility, (iii) any ~~Permitted Receivables Financing permitted pursuant to Section 6.01(a)(viii) or Section 6.05(g)(ii), (iv) any~~ securitization, receivables facility or other similar financing (including any factoring program) or sale of receivables, insurance or healthcare premiums or relating to policies sold on behalf of an insurance carrier, royalty, patent or other revenue streams and other rights to payment or related assets that are not permitted by Section 6.01(a) (~~viii) and~~it being acknowledged and agreed that no such transaction is permitted by Section 6.01) or (~~v~~iv) unless permitted by the Required Lenders pursuant to Section 9.02, any other Indebtedness not permitted by Section 6.01 (such incurrence, a "Specified Debt Incurrence Prepayment Event"); ~~or~~

(c) the consummation of any Specified Equity Issuance pursuant to Section 7.02.; or

(d) the receipt by the Borrower or any Restricted 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).

"Pro Forma Entity" means any Acquired Entity or Business or any Converted Restricted Subsidiary.

~~"**Pro Forma Financial Statements**" means the pro forma consolidated balance sheet and related pro forma consolidated statement of operations, of the Borrower, as of, and for the twelve-month period ending on, the last day of the most recently completed four-fiscal quarter period ended at least 60 days prior to the Effective Date (or 120 days prior to the Effective Date in the case such four fiscal quarter period is the end of the Target's fiscal year), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such income statements), which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)), tax adjustments, deferred taxes or other similar pro forma adjustments.~~

"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" means PSP Investments Credit USA LLC.

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

~~"**Public Company Costs**" has the meaning assigned to such term in the definition of "Consolidated EBITDA."~~

"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 9.22.

~~"**QofE Report**" has the meaning assigned to such term in clause (a)(xix) of the definition of "Consolidated EBITDA."~~

~~"**Qualifying Bridge Facility**" has the meaning assigned to such term in the definition of "**Required Additional Debt Terms**".~~

"Qualified Equity Interests" means Equity Interests other than Disqualified Equity Interests.

"Quotation Day" means for any Interest Period, the day two Business Days prior to the first day of such Interest Period.

"Ratio Incurrence" has the meaning assigned to such term in Section 1.11(d).

~~"**Ratio Indebtedness**" has the meaning assigned to such term in Section 6.01(a)(xix)(A).~~

"Receivables Subsidiary" means any Special Purpose Entity established in connection with a Permitted Receivables Financing and any other subsidiary (other than any Loan Party) involved in a Permitted Receivables Financing which is not permitted by the terms of such Permitted Receivables Financing to guarantee the Secured Obligations or provide Collateral.

"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~~.~~".

"Refinanced Credit Agreement Debt" has the meaning assigned to such term in the definition of "Credit Agreement Refinancing Indebtedness."

"~~**Refunding Equity Interests**~~Refinancing Term Lenders" has the meaning ~~assigned to such term in Section 6.08(a)(iv)~~set forth in the Amendment and Restatement Agreement.

"Refinancing Term Loans" means the Initial Term Loans.

"Register" has the meaning assigned to such term in Section 9.04(b)(iv).

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

"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" shall mean the Term SOFR Administrator, the Federal Reserve

Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convene 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 ~~8~~VIII.

"Replacement Revolving Commitment" has the meaning assigned to such term in Section 2.20(a).

"Replacement Revolving Loan" means any loan made to the Borrower under a Class of Replacement Revolving Commitments.

"Replacement Revolving Facility" means each Class of Replacement Revolving Commitments made pursuant to Section 2.20(a).

"Representative" has the meaning assigned to such term in Section 9.12.

"Repricing Transaction" means (a) the incurrence by any Loan Party of any Indebtedness in the form of term loans secured by Liens on the Collateral that rank on an equal priority basis (but without giving effect to control of remedies) with the liens on the Collateral securing the Initial Term Loans~~, 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans~~ (i) having an Effective Yield for the respective Type of such Indebtedness that is less than (and not by virtue of any fluctuation in any "base" rate) the Effective Yield for the Initial Term Loans, ~~the 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans, as applicable,~~ and (ii) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of ~~the~~ Initial ~~Term Loans, the 2020 Incremental Term Loans and/or the 2021-2 Incremental~~ Term Loans or (b) any amendment (or any mandatory assignment in connection with any such amendment) resulting in the effective reduction in the Effective Yield for the Initial Term Loans~~, the 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans, as applicable~~. Any determination by the Administrative Agent with respect to whether a Repricing Transaction shall have occurred shall be conclusive and binding on all Lenders holding the Initial Term Loans~~, the 2020 Incremental Term Loans and the 2021-2 Incremental Term Loans~~.

"Required Additional Debt Terms" means, with respect to any ~~Ratio Indebtedness,~~ Incremental Equivalent Debt and Acquisition Debt, (a) such Indebtedness does not mature earlier than the date that is 91 days after the Latest Maturity Date or have a Weighted Average Life to Maturity less than the greatest Weighted Average Life to Maturity of the then-existing Term Loans outstanding at the time of incurrence of such Indebtedness ~~(other than (1) in the case of a customary bridge facility, so long as such customary bridge facility does not have a tenor longer than one year and is convertible or exchangeable into long-term indebtedness and the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (a) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges (a "**Qualifying Bridge Facility**") and (2) Indebtedness that is subject to Customary Escrow Provisions), (b) except with respect to any Qualifying Bridge Facility (prior to any conversion or exchange into long-term Indebtedness) and Indebtedness that is subject to the Customary Escrow Provisions,~~ (b) the terms of such Indebtedness in respect thereof do not provide for any mandatory prepayments, mandatory redemptions, mandatory commitment reductions, mandatory offers to purchase or mandatory sinking fund obligations prior to the Latest Maturity Date, other than customary prepayments, commitment reductions, repurchases, redemptions, defeasances,

acquisitions or satisfactions and discharges, or offers to prepay, reduce, redeem, repurchase, defease, acquire or satisfy and discharge, in each case upon, a change of control, asset sale event or casualty, eminent domain or condemnation event, or on account of the accumulation of excess cash flow (in the case of loans or commitments), AHYDO Catch-Up ~~Up~~ Payments and customary acceleration rights upon an event of default, (c) except for any of the following that are applicable only to periods following the Latest Maturity Date, the covenants, events of default and other terms for such Indebtedness or commitments (excluding, for the avoidance of doubt, interest rates (including through fixed interest rates), interest rate margins, rate floors, fees, maturity, funding discounts, original issue discounts, currency type and denomination, and redemption or prepayment terms and premiums), when taken as a whole, are ~~determined by the Borrower to not be~~not materially more restrictive on Holdings, the Borrower and the Restricted Subsidiaries than the terms of this Agreement, when taken as a whole (provided that, if the documentation governing such Indebtedness or commitments contains any covenant or provision that is not included in this Agreement at such time, the Administrative Agent shall have been given prompt written notice thereof and this Agreement shall have been amended to include such covenant or provision for the benefit of each Credit Facility ~~(*provided*, *however*, that, if (x) the documentation governing such Indebtedness that includes a financial maintenance covenant consists of a revolving credit facility (whether or not the documentation therefor includes any other facilities) and (y) such financial maintenance covenant is a "springing" financial maintenance covenant for the benefit of such revolving credit facility or a covenant only applicable to, or for the benefit of, a revolving credit facility, then such Indebtedness or commitments shall not be deemed "more restrictive" with respect to any Term Facility solely as a result of such financial maintenance covenant benefiting only such revolving credit facilities); *provided* that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five Business Days prior to the Incurrence of such Indebtedness or the providing of such commitments, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or commitments or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), (d))~~, (d) in the event that the Effective Yield for any Incremental Equivalent Debt is greater than the Effective Yield for the Initial Term Loans by more than 0.50% per annum, then the Applicable Rate for such Initial Term Loans shall be increased to the extent necessary so that the Effective Yield for such Initial Term Loans shall be equal to the Effective Yield with respect to such Incremental Equivalent Debt minus 0.50% per annum, (e) to the extent such Indebtedness is secured by any ~~of the Collateral~~assets, such Indebtedness shall not be secured by any assets of a Loan Party other than the Collateral securing the Secured Obligations and shall be subject to the relevant Intercreditor Agreements and (~~e~~f) to the extent such Indebtedness is incurred or guaranteed by any Loan Party, such Indebtedness shall not be guaranteed by any ~~Restricted Subsidiary~~Person that is not a Loan Party (except to the extent such Indebtedness that is subject to the Required Additional Debt Terms is expressly permitted to be incurred by any Restricted Subsidiary that is not a Loan Party under Section 6.01(a)(xix) ~~or Section 6.01(a)(xxvi)~~).

"Required Class A Revolving Lenders" means, at any time after the Amendment No. 11 Effective Date, Class A Revolving Lenders having Class A Revolving Exposures and unused Class A Revolving Commitments representing more than 50.0% of the aggregate Class A Revolving Exposures and unused Class A Revolving Commitments at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Class A Revolving Exposures and unused Class A Revolving

Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of

Required Class A Revolving Lenders.

"Required Lenders" means, at any time, Lenders having or holding more than 50.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments (or, if the Replacement Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Replacement Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such time; provided that (a) whenever there are one or more Defaulting Lenders, the total outstanding Term Loans, Commitments, Revolving Exposures and unused Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders ~~and~~, (b) when there are four (4) or fewer Lenders at any such time (it being understood that a single Lender for such purposes shall be deemed to include all Affiliates and Approved Funds of a Lender who are Lenders under this Agreement), the Required Lenders shall constitute no fewer than two Lenders (but only including any such Lender that holds at least 15.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments (or, if the Replacement Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Replacement Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such time) at such time., and (c) so long as any Blue Torch Entities collectively have more than 20.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments as of any date of determination, such Blue Torch Entities shall be Required Lenders.

~~"**Required Class A Revolving Lenders**" means, at any time after the Amendment No. 11 Effective Date, Class A Revolving Lenders having Class A Revolving Exposures and unused Class A Revolving Commitments representing more than 50.0% of the aggregate Class A Revolving Exposures and unused Class A Revolving Commitments at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Class A Revolving Exposures and unused Class A Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Class A Revolving Lenders.~~

"Required Revolving Lenders" means, at any time, Revolving Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50.0% of the aggregate Revolving Exposures and unused Revolving Commitments at such time; provided that (a) whenever there are one or more Defaulting Lenders, the total outstanding Revolving Exposures and unused Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders ~~and~~, (b) when there are four (4) or fewer Revolving Lenders at any such time (it being understood that a single Revolving Lender for such purposes shall be deemed to include all Affiliates and Approved Funds of a Revolving Lender who are Revolving Lenders under this Agreement), the Required Revolving Lenders shall constitute no fewer than two Revolving Lenders (but only including any such Revolving Lender that holds at least 15.0% of the aggregate Revolving Exposures (or, if the Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such time) at such time., and (c) so long as any Blue Torch Entities collectively have more than 20.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments as of any date of determination, such Blue Torch Entities shall be Required Lenders.

"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 8VIII.

"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 Debt Payment Amount**" means, at any time the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), *minus* the sum of (a) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.08(b)(iv)(A)(1) and (b) the amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(n)(i)(C).~~

"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 Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower (or any Parent Entity) or any Restricted 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.

~~"**Restricted Payment Amount**" means, at any time the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), *minus* the sum of (a) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.08(a)(viii)(A), (b) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.08(b)(iv)(A)(2) and (c) the amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(n)(i)(B).~~

"Restricted Subsidiary" means any Subsidiary other than an Unrestricted Subsidiary.

"Retained Declined Proceeds" has the meaning assigned to such term in Section 2.11(e).

"Return" means, with respect to any Investment, any dividend, distribution, interest, fee,

premium, return of capital, repayment of principal, income, profit (from a Disposition or otherwise) and any other amount received or realized in respect thereof.

"**Revolving Availability Period**" means the period from and including the Effective Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of the Revolving Commitments.

"Revolving Commitment" means, (a) prior to the Amendment No. 11 Effective Date, the Original Class A Revolving Commitments and OriginalTermination Date, with respect to each Class BA Revolving Lender, the Ccommitments as in effect at any time prior to such date of such Lender to make Class A Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Class A Revolving Lender's Revolving Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.08 and (ii) reduced or increased from time to time pursuant to (A) assignments by or to such Class A Revolving Lender pursuant to an Assignment and Assumption or (B) any Incremental Revolving Commitment Increase and (b) on and after the Class A Revolving Commitment Termination Date, with respect to each Class A-1 Revolving Lender, the commitment of such Class A-1 Revolving Lender to make Class A-1 Revolving Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Class A-1 Revolving Lender's Revolving Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.08 and (ii) reduced or increased from time to time pursuant to (A) assignments by or to such Class A-1 Revolving Lender pursuant to an Assignment and Assumption or (B) any Incremental Revolving Commitment Increase. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 1-A of Amendment No. 11 Effective Date,, in the case of the Class A Revolving Commitments and Class B Revolving Commitments. The aggregate amount of the Revolving Commitments in effect immediately prior to the Amendment No. 11 Effective Date was $200,000,000. The aggregate amount of the Lenders, and Schedule 2.01, in the case of the Class A-1 Revolving Lenders, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitments in effect on the Amendment No. 11 Effective Date is $111,500,000, as the case may be.

"Revolving Credit Extension Request" has the meaning assigned to such term in Section 2.24(b).

"Revolving Credit Facility" means the Revolving Commitments and the provisions herein related to the Revolving Loans, Swingline Loans and Letters of Credit.

"Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of (a) such Lender's outstanding Revolving Loans, (b) such Lender's LC Exposure and (c) such Lender's Swingline Exposure at such time.

"Revolving Lender" means a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure.

"Revolving Loan" means (a) prior to the Amendment No. 11 Effective Date, the Original Class A Revolving Loans and Original Class B Revolving Loans and (b) on and after the Amendment No. 11 Effective Date, the Class A Revolving Loans and Class BA-1 Revolving Loans.

"Revolving Maturity Date" means (a) with respect to the Class A Revolving Commitments, June 30, 2025, and (b) with respect to the Class ~~B~~A-1 Revolving Commitments, ~~the fifth anniversary of the Effective Date~~November 4, 2029.

~~"**Rollover Investors**" has the meaning specified in the recitals to this Agreement.~~

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor to its rating agency business.

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

"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 ~~or~~, 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.

"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 Restricted Subsidiaries (other than Receivables 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 and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are (a) owed to the Administrative Agent or any of its Affiliates, (b) owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date, (c) owed to a Person that is an Agent, a Lender or an Affiliate of an Agent or Lender at the time such obligations are incurred or (d) owed to a Person that shall have become a Lender or an Affiliate of a Lender after such obligations are incurred.

"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, each Issuing Bank and the Swingline 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 Restricted Subsidiaries (other than Receivables Subsidiaries) under each Swap Agreement that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates, (b) is in effect on the Effective Date with a counterparty that is a Lender, an Agent or an Affiliate of a Lender or an Agent as of the Effective Date, (c) is entered into after the Effective Date with any counterparty that is a Lender, an Agent or an Affiliate of a Lender or an Agent, or (d) is entered into after the Effective Date with any counterparty that becomes a Lender, an Agent or an Affiliate of a Lender or Agent; 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 (e) 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 Obligation.

"Securities Act" means the Securities Act of 1933, as amended.

"Securitization Transaction" means a Permitted Receivables Financing pursuant to Section 6.01(a)(viii) or Section 6.05(g)(ii) or a similar transaction as contemplated by clause (b)(~~iv~~iii) of the definition of "Prepayment Event", each as in effect on the Amendment No. 11 Effective Date.

"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 ~~4.01(f), Section~~ 5.11, Section 5.12 or Section 5.14, to secure any of the Secured Obligations.

"Senior Representative" means, with respect to any series of Permitted Equal Priority Refinancing Debt, Permitted Junior Priority Refinancing Debt or other Indebtedness, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is incurred, and each of their successors in such capacities.

"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.

~~"**Signing Date**" means August 15, 2019.~~

"Similar Business" means (1) any business conducted by the Borrower or any Restricted 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 Restricted 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".

"Sold Entity or Business" has the meaning assigned to such term in the definition of "Consolidated EBITDA."

"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" shall mean 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 Salable 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" shall mean 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.

"Special Purpose Entity" means a direct or indirect subsidiary of any Loan Party, whose organizational documents contain restrictions on its purpose and activities intended to preserve its separateness from such Loan Party and/or one or more Subsidiaries of such Loan Party.

"Specified Debt Incurrence Prepayment Event" has the meaning assigned to such term in the definition of "Prepayment Event.".

"Specified Equity Issuance" has the meaning assigned to such term in Section 7.02.

"Specified Existing Revolving Commitment Class" has the meaning assigned to such term in Section 2.24(b).

~~"**Specified Merger Agreement Representations**" means the representations and warranties made by, or with respect to, the Target and its respective subsidiaries in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that Parent or its affiliates have the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Merger Agreement or to decline to consummate the acquisition of the Target (in each case, in accordance with the terms thereof) as a result of a breach of such representations and warranties in the Merger Agreement.~~

"Specified Representations" means the representations and warranties set forth in Section 3.01(a) (as it relates to organizational existence of the Loan Parties), Section 3.01(b)(ii) (with respect to the incurrence of the Loans, the provision of the Guarantees under the Guarantee Agreement by the Loan Parties, the granting of the security interests in the Collateral by the Loan Parties and the performance of the obligations under the Loan Documents by the Loan Parties), Section 3.02, Section 3.03(b)(i), Section 3.08, Section 3.14, Section 3.15, Section 3.16 (as it relates to the creation, validity and perfection of the security interests in the Collateral on the Effective Date) and Section 3.17(a)~~, (b)(i)(x)~~ and (b)~~)(ii) (in each case, as it relates to the use of proceeds of the Loans on the Effective Date), in each case, after giving effect to the Acquisition~~).

~~"**Specified Restructuring**" means any restructuring initiative, cost saving initiative or other similar strategic initiative of Holdings, the Borrower or any of their respective Restricted~~

~~Subsidiaries after the Effective Date described in reasonable detail in a certificate of a Responsible Officer delivered by Holdings to the Administrative Agent.~~

"Specified Transaction" means, with respect to any period, any Investment, ~~Specified Restructuring,~~ Disposition, incurrence or repayment of Indebtedness, ~~Restricted Payment, subsidiary designation,~~ operating improvements~~, restructurings, New Project~~ 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.

"Sponsor" means Centerbridge Partners, L.P. and ~~Norwest Equity Partners IX, LP, and their~~its respective Affiliates, funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing (other than Holdings and its Subsidiaries or any operating portfolio company of any of the entities referred to above).

"SPV" has the meaning assigned to such term in Section 9.04(f).

"Standard Securitization Undertakings" means all representations, warranties, covenants and indemnities (including repurchase obligations in the event of a breach of representation and warranty) by any Loan Party or Subsidiary thereof that the Borrower has determined in good faith to be customary in connection with a Permitted Receivables Financing, including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary.

~~"**Sterling**" and "**£**" mean the lawful currency of the United Kingdom.~~

~~"**Subject Interest Period**" shall have the meaning provided in Section 2.13(e).~~

~~"**Submitting Revolving Lender**" has the meaning assigned to such term in Amendment No. 11~~

"Subordinated Indebtedness" means any debt for borrowed money that is contractually subordinated in right of payment to 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 elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, partnership, association, Joint Venture or other entity in which such Person directly or indirectly through Subsidiaries has more than a 50.0% equity interest (voting or economic) at the time.

"Subsidiary" means any subsidiary of Holdings.

"Subsidiary Loan Party" means (a) each Restricted Subsidiary (other than the Borrower) that is a party to the Guarantee Agreement and (b) any other Restricted Subsidiary of the Borrower that ~~may be designated by the Borrower (by way of~~has deliver~~inged to the Collateral Agent a supplement to the Collateral Agreement and~~ a supplement to the Guarantee Agreement~~, in each case, duly executed by such Subsidiary) in its sole discretion from time to time to be a guarantor in respect of the~~

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~~Secured Obligations, whereupon such Subsidiary shall be obligated to~~ and otherwise complyied

with the ~~other~~ requirements of Section 5.11 ~~as if it were newly acquired~~.

"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 9.22.

~~"**Suspension Period**" means the period commencing on the Amendment No. 11 Effective Date through and including the Termination Date.~~

"Suspension Period" means (i) the period commencing on the Effective Date through and including the date that the Borrower delivers financial statements under Section 5.01(a) or Section 5.01(b) and a Compliance Certificate showing that the Total Cash Leverage Ratio has been equal to or less than 2.25:1.00 as of the last day of two consecutive fiscal quarters ending after the Effective Date and (ii) each other period commencing on the date that the Total Cash Leverage Ratio exceeds 2.25:1.00 and ending on the date that the Borrower delivers financial statements under Section 5.01(a) or Section 5.01(b) and a Compliance Certificate showing that the Total Cash Leverage Ratio has been equal to or less than 2.25:1.00 as of the last day of two consecutive fiscal quarters ending thereafter.

"Swap" means any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(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).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the aggregate Swingline Exposure at such time.

"Swingline Lender" means (a) Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation), in its capacity as lender of Swingline Loans hereunder and (b) each Revolving Lender that shall have become a Swingline Lender hereunder as provided in Section 2.04(d) (other than any Person that shall have ceased to be a Swingline Lender as provided in Section 2.04(e)), each in its capacity as a lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Swingline Sublimit" means $5,000,000.

"~~Target~~Tax Distributions" has the meaning ~~specified in the recitals to this Agreement~~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.

"Term Facility" means the term loan facilities represented by the Term Loans ~~(including, for the avoidance of doubt, the 2020 Incremental Term Loan Facility, the 2021 Incremental Term Loan Facility and the 2021-2 Incremental Term Loan Facility)~~.

"Term Lenders" means ~~each~~the Initial Term Lenders and any other Person that ~~is, or~~ shall have become~~,~~ a party hereto or to an Incremental Facility~~, in each case~~ in respect of any Term Loans.

"Term Loan Extension Request" has the meaning assigned to such term in Section 2.24(a).

"Term Loans" means the Initial Term Loans, ~~the 2020 Incremental Term Loans, the 2021 Incremental Term Loans, the 2021-2 Incremental Term Loans, any other~~any Incremental Term Loans or any Other Term Loans, as applicable.

"Term Maturity Date" means (a) in the case of the Initial Term Loans, the Initial Term ~~Loan~~ Maturity Date~~,~~ and (b) in the case of ~~the 2020 Incremental Term Loans, the 2020 Incremental Term Loan Maturity Date and, (c) in the case of the 2021 Incremental Term Loans, the 2021 Incremental Term Loan Maturity Date, (d) in the case of the 2021-2 Incremental Term Loans, the 2021-2 Incremental Term Loan Maturity Date and (e) in the case of any other~~any Incremental Term Loan or any Other Term Loan, the date set forth in the applicable documentation in respect thereof.

"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 Alternative 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 SOFR Determination Day.;

"Term SOFR Adjustment" means (a) solely with respect to Class A Revolving Loans, for any Interest Period, a rate per annum equal to the percentage corresponding to such Interest Period set forth below:

Interest Period	Percentage
One month	0.10%
Three months	0.15%
Six Months	0.25%

and (b) with respect to any other Loans (including the Initial Term Loans and the Class A-1 Revolving Loans), for any Interest Period, a rate per annum equal to 0.00%.

"Term SOFR Administrator" shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent, in consultation with the Borrower, in its reasonable discretion).

"Term SOFR Reference Rate" shall mean the forward-looking term rate based on SOFR.

"Term Suspension Period" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination Date" means the date on which (a) all Commitments shall have been terminated, (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 and (c) all Letters of Credit (other than those that have been Cash Collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the relevant Issuing Bank) shall have been cancelled, terminated or have expired and all amounts drawn or paid thereunder shall have been reimbursed in full.

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters 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, in

the case of the first, second and third fiscal quarters, Section 5.01(b); 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(b), the Test Period in effect shall be the period of four consecutive fiscal quarters of the Borrower ended June 30, 20192024.

"Total Cash Leverage Covenant" has the meaning assigned to such term in Section 6.13(a).

"**Total Class A Revolving Commitment**" means, on any date, the sum of the Class A Revolving Commitments on such date of all the Class A Revolving Lenders.

"**Total Class B Revolving Commitment**" means, on any date, the sum of the Class B Revolving Commitments on such date of all the Class B Revolving Lenders.

"**Total Revolving Commitment**" shall mean, on any date, the sum of the Total Class A Revolving Commitment and Total Class B Revolving Commitment.

"Total Net Cash Leverage Ratio" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated Cash EBITDA for the Test Period as of such date.

"**Total Net Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated EBITDA for such Test Period.

"Transactions" means, collectively, (a) the funding of the Initial Term Loans on the Effective Date, the funding of any Revolving 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 Effective Date Refinancing, (c) the Acquisition, the Merger and other related transactions contemplated by the Merger Agreement, (d) the Equity Contribution, (e) the consummation of any other transactions in connection with the foregoing[Reserved], (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).

"Transaction Costs" means any fees, expenses and other transaction costs incurred or paid by the Investors, any Parent Entity, Initial Holdings, the Borrower or any of their Subsidiaries or Affiliates in connection with (i) the Transactions, (ii) this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby and (iii) the EQT Acquisition.

"Treasury Rate" means, as of any date of notice of prepayment, the yield to maturity as of the date of such notice ofdetermination, the weekly average yield on actually traded U.S. Treasury securities withadjusted to a constant maturity (as compiled and published in the most recent Federal Reserve sStatistical rRelease designated as "H.15" under the caption "Treasury constant maturities" or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the federal reserve system) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity (519) that has become publicly available at least two Business Days prior to thesuch date of such notice (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from

the applicable Prepayment Date to the date that is two years after the 2020 Incremental Closing

~~Date; *provided*, *however*, that if the period from the applicable Prepayment Date to the date that is two years after the 2020 Incremental Closing Date is less than one year, the weekly average yield on actively traded U.S. Treasury securities adjusted to a constant maturity~~ of one year ~~will be used~~).

"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.

"Unaudited Financial~~s~~ Statements" means the unaudited consolidated balance sheet of the ~~Target~~Borrower and its consolidated subsidiaries as ~~at the end~~ of June 30, 2024, and the related unaudited consolidated statement of operations and unaudited consolidated statement of comprehensive income, unaudited consolidated statements of changes in ~~Redeemable Class B Units and~~ members' equity and consolidated unaudited statements of cash flows~~, in each case, for the six-month period (other than the fourth fiscal quarter period of any fiscal year) ended June 30, 2019~~ (without the requirement to include footnote disclosure).

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Subsidiary" means any Subsidiary (other than the Borrower) designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 5.15 ~~subsequent to~~; provided that there are no Unrestricted Subsidiaries as of the Effective Date and the Borrower shall not designate any Unrestricted Subsidiary during the Term Suspension Period.

"Unsecured Material Indebtedness" means any ~~third party~~ unsecured debt for borrowed money in an aggregate principal amount exceeding (x) during ~~the~~a Suspension Period, $0 and (y) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $10,000,000.

"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 9.22.

"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 ~~I~~incurrence of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness.

"~~wholly-owned~~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~~wholly-owned subsidiaries of such Person or by such Person and one or more ~~wholly-owned~~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 "Term Loan") or by Type (e.g., a "SOFR Loan") or by Class and Type (e.g., a "SOFR Term Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Term Borrowing") or by Type (e.g., a "SOFR Borrowing") or by Class and Type (e.g., a "SOFR Term 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 Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of Holdings other than the Borrower and the Restricted 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 (including the levels applicable herein to any computation of the Total ~~Net Leverage Ratio, the Total Net~~ Cash Leverage Ratio~~, the LTV Ratio and~~ or the Contract Asset Balance Coverage Ratio) 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, (~~i~~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 (~~ii~~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.

(e) For the avoidance of doubt, notwithstanding any classification under GAAP of any Person or business in respect of which a definitive agreement for the Disposition thereof has been entered into as discontinued operations, the Net Income of such Person or business shall not be excluded from the calculation of Net Income until such Disposition shall have been consummated.

SECTION 1.05~~.~~ Currency Translation; Rates~~.~~.

(a) For purposes of any determination under Article ~~5~~V, Article ~~6~~VI or Article ~~7~~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 ~~6~~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. For purposes of any determination of Consolidated Total Debt ~~or Consolidated Total Net Debt~~, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered financial statements pursuant to Section 5.01(a) or Section 5.01(b). 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 ~~comparable~~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 Incremental Term Loans, Loans in connection with any Replacement Revolving Commitments, Extended Revolving Commitments, Extended Revolving Loans, or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars;", "in immediately available funds;", "in Cash" or any other similar requirement.

SECTION 1.08. Certain Calculations and Tests.

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 (including, without limitation, any Total ~~Net Leverage Ratio, any Total Net~~ Cash Leverage Ratio, or any Contract Asset Balance Coverage ~~Ratio or any LTV~~ Ratio test (including as required in the definition of "Permitted Acquisition")), (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) (other than in connection with any borrowing of Revolving Loans or issuance of any Letter of Credit under the Revolving Credit Facility (or Other Revolving Commitments)) or (iii) testing any cap expressed as a percentage of Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity or Consolidated Total Assets and any other availability of a "basket" or exception set forth in Article ~~6~~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 (but not, for the avoidance of doubt, in connection with any calculation of the Financial Maintenance Covenant for the purposes of Section 6.13 only), 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 (including, without limitation, any Total ~~Net Leverage Ratio, any Total Net~~ Cash Leverage Ratio~~, any~~ or Contract Asset Balance Coverage Ratio ~~or any LTV Ratio~~ test (but not, for the avoidance of doubt, in connection with any calculation of the Financial Maintenance Covenant for the purposes of Section 6.13 only)) and/or any cap expressed as a percentage of Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity or 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. ~~*[Reserved].*~~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, Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity ~~or Consolidated EBITDA and the Total Net Leverage Ratio~~, the Total ~~Net~~ Cash Leverage Ratio~~,~~ or the Contract Asset Balance Coverage Ratio ~~or the LTV Ratio~~), shall be calculated in the manner prescribed by this Section 1.11; provided that, notwithstanding anything to the contrary in clauses (~~a~~b), (c) or (d) of this Section 1.11, ~~(i)~~ when calculating the Total ~~Net Leverage Ratio for purposes of, as applicable, (A) [reserved], (B) [reserved] and (C) Section 6.13 and (ii) when calculating the Total Net~~ Cash Leverage Ratio for purposes of (i) [Reserved], (ii) Section 2.11(d) and (iii) Section 6.13, in each case, the events described in this Section 1.11 that occurred subsequent to the

end of the applicable Test Period shall not be given pro forma effect~~; *provided*, *however*, that (i) for purposes of calculating the ECF Percentage, Consolidated Total Net Debt shall be determined after giving pro forma effect to the Permitted ECF Recalculation Considerations assuming such prepayments had been made on the last day of such fiscal year and (ii) in connection with the calculation of the Total Net Cash Leverage Ratio pursuant to Section 6.13, (A) Consolidated Total Net Debt for the Test Period ending on March 31, 2024 shall be calculated to give effect to the April TL Prepayment so long as such payment is actually made on or prior to April 12, 2024 and (B) Consolidated Total Net Debt for the Test Period ending on September 30, 2024 shall be calculated to give effect to the October TL Prepayment so long as such payment is actually made on or prior to October 15, 2024~~. In addition, whenever a financial ratio or test is to be calculated on a pro forma basis or requires pro forma compliance, the reference to "Test Period" for purposes of calculating such financial ratio or test shall be deemed to be a reference to, and shall be based on, the Test Period most recently ended for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or (b).

(b) For purposes of calculating any financial ratio or test (including Consolidated Total Assets, Consolidated ~~Cash~~ EBITDA ~~or~~and Consolidated Cash EBITDA), 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 (and any increase or decrease in Consolidated EBITDA, Consolidated Cash EBITDA and the component financial definitions used therein attributable to any Specified Transaction) 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 Restricted Subsidiary or was merged, amalgamated or consolidated with or into Holdings, the Borrower or any Restricted 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 and Consolidated EBITDA) shall be calculated to give pro forma effect thereto in accordance with this Section 1.11.

(c) Whenever pro forma effect or a determination of pro forma compliance is to be given to a Specified Transaction ~~or a Specified Restructuring~~, the pro forma calculations shall be made in good faith by a Responsible Officer of Holdings and, to the extent provided in the definition of Consolidated EBITDA may include~~, for the avoidance of doubt,~~ the amount of "run rate" cost savings, operating expense reductions and cost ~~synergies and other~~ synergies projected by Holdings in good faith to result from or relating to any Specified Transaction (including the Transactions) ~~or Specified Restructuring~~ that is being given pro forma effect or for which a determination of pro forma compliance is being made that have been realized or are expected to be realized and for which the actions necessary to realize such cost savings, operating expense reductions, or cost ~~synergies or other~~ synergies have been taken or initiated, have been committed to be taken or initiated, with respect to which substantial steps have been taken or initiated or which are expected to be taken or initiated (in the good faith determination of the Borrower) (calculated on a pro forma basis as though such cost savings, operating expense reductions, and cost synergies ~~and other synergies~~ had been realized on the first day of such period and as if such cost savings, operating expense reductions, and cost ~~synergies and other~~ synergies were realized during the entirety of such period and "run rate" means the full recurring benefit for a period that is associated with any action taken, any action committed to be taken, any action with respect to which substantial steps have been taken or initiated or any action that is expected to be taken ~~(including any savings~~

~~expected to result from the elimination of Public Company Costs)~~ net of the amount of actual

benefits realized during such period from such actions, and any such adjustments shall be included in the initial pro forma calculations of such financial ratios or tests and during any subsequent Test Period in which the effects thereof are expected to be realized) relating to such Specified Transaction ~~or Specified Restructuring~~, and any such adjustments included in the initial pro forma calculations shall continue to apply to subsequent calculations of such financial ratios or tests, including during any subsequent Test Periods in which the effects thereof are expected to be realizable; provided that (~~i~~A) such amounts are reasonably identifiable and factually supportable in the good faith judgment of Holdings, (~~ii~~B) such actions are taken, such actions are committed to be taken, substantial steps with respect to such action have been taken or initiated or such actions are expected to be taken no later than ~~(I) during the Suspension Period,~~ four fiscal quarters ~~and (II) after the Suspension Period has ended, six fiscal quarters, in each case,~~ after the date of consummation of such Specified Transaction ~~or the date of initiation of such Specified Restructuring~~,and (~~iii~~C) no amounts shall be added to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA or Consolidated Cash EBITDA (or any other components thereof), whether through a pro forma adjustment or otherwise, with respect to such period and (~~iv~~D) the aggregate amount of any such pro forma increase added to Consolidated EBITDA pursuant to this clause (~~iv~~D), when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(~~xv), (a)(xvi~~viii) and (b)~~(1)~~ of the definition of "Consolidated EBITDA" ~~and amounts excluded pursuant to clause (a) of the definition of "Consolidated Net Income"~~ shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs).

(d) In the event that Holdings, the Borrower or any Restricted 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; provided that, with respect to any ~~I~~incurrence of Indebtedness pursuant to Section 6.01(a) in reliance on the pro forma calculation of the Total ~~Net~~ Cash Leverage Ratio (a "Ratio Incurrence") such calculation shall not give pro forma effect to any Indebtedness being incurred (or expected to be incurred) substantially simultaneously or contemporaneously with such Ratio Incurrence in reliance on any "basket" set forth in Section 6.01(a) (including clause (a) of the definition of "Incremental Cap" and any "baskets" measured as a percentage of Consolidated Total Assets, Consolidated ~~Cash~~ EBITDA or Consolidated Cash EBITDA and including any issuance of any Letter of Credit, except to the extent expressly required to be calculated otherwise in Section 2.20, Section 6.01(a)(xxiii) or any Replacement Revolving Facility).

~~(e) Any such pro forma shall include, without limitation, all adjustments calculated in accordance with Regulation S-X under the Securities Act.~~

ARTICLE ~~2~~II

THE CREDITS

SECTION 2.01. ~~.~~ Commitments~~.~~.

(a) Subject to the terms and conditions set forth herein and in the Amendment and Restatement Agreement, (i) each Refinancing Term Lender ~~(other than the 2020 Incremental Term Lenders and 2021 Incremental Term Lenders)~~ severally agrees to make an Initial Term Loan to the Borrower ~~denominated in Dollars on the Effective Date in an aggregate principal amount equal to its Initial Term Loan Commitment, (ii) each 2020 Incremental Term Lender severally agrees to make a 2020 Incremental Term Loan to the Borrower denominated in Dollars on the 2020 Incremental Closing Date (as defined in Amendment No. 1) in an aggregate principal amount equal to its 2020 Incremental Term Loan Commitment, (iii) each 2021 Incremental Term Lender severally agrees to make a 2021 Incremental Term Loan to the Borrower denominated in Dollars on the Amendment No. 5 Effective Date in an aggregate principal amount equal to its 2021 Incremental Term Loan Commitment, (iv) each 2021-2 Incremental Term Lender severally agrees to make a 2021-2 Incremental Term Loan to the Borrower denominated in Dollars on the 2021-2 Incremental Term Loan Closing Date in an aggregate principal amount equal to its 2021-2 Incremental Term Loan Commitment, and (v) each~~in accordance with (and without duplication of) Section 2 of the Amendment and Restatement Agreement, (ii) each Class A Revolving Lender agrees to make Class A Revolving Loans to the Borrower denominated in Dollars during the Class A Revolving Availability Period in an aggregate principal amount which will not result in such Lender's Revolving Exposure exceeding such Lender's Class A Revolving Commitment~~; *provided* that any borrowing of~~, and (iii) each Class A-1 Revolving Lender agrees to make Class A-1 Revolving Loans ~~on~~to the ~~Effective Date shall not exceed the Initial Revolving Borrowing Amount~~Borrower denominated in Dollars during the Class A-1 Revolving Availability Period in an aggregate principal amount which will not result in such Lender's Revolving Exposure exceeding such Lender's Class A-1 Revolving Commitment. The Borrower may borrow, prepay and reborrow Revolving Loans. Amounts repaid or prepaid in respect of Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and 2021-2 Incremental Term Loans~~ may not be reborrowed.

(b) Subject to the terms and conditions set forth in any Incremental Facility Amendment providing for, as applicable, the making or Refinancing of Term Loans or Revolving Loans, each Term Lender or Revolving Lender party thereto severally agrees to, as applicable, make or Refinance Term Loans or Revolving Loans, as applicable, on the date specified therein in an aggregate amount not to exceed the amount of such Term Lender's or Revolving Lender's Commitment as set forth therein.

~~(c) As of the Amendment No. 11 Effective Date, in accordance with, and upon the terms and conditions set forth in, Amendment No. 11, (i) the Original Class A Revolving Commitment or Original Class B Revolving Commitment, as applicable, of each Submitting Revolving Lender that outstanding on such date shall become New Class A Revolving Commitments on such date in an amount as set forth on Schedule I-A to Amendment No. 11 and (ii) the Original Class B Revolving Commitment of each Original Class B Revolving Lender that is not a Submitting Revolving Lender shall be continued hereunder on such date as Class B Revolving Commitments in an amount as set forth on Schedule I-B to Amendment No. 11. On and after the Amendment No. 11 Effective Date, all Borrowings of Revolving Loans under Section 2.1(a)(iv) shall be made pro rata between the Class A Revolving Facility and the Class B Revolving Facility in proportion to the Total Class A Revolving Commitments and Total Class B Revolving Commitments. Any Original Class A Revolving Loans or Original Class B Revolving Loans outstanding immediately prior to giving effect to the Amendment No. 11 Effective Date shall be continued as Revolving Loans hereunder on the Amendment No. 11 Effective Date; *provided* that (x) the Original Class A Revolving Loans and Original Class B Revolving Loans~~

~~of each Submitting Revolving Lender will be continued as "Class A Revolving Loans"~~

~~hereunder and (y) the Original Class B Revolving Loans of each Class B Revolving Lender that is not a Submitting Revolving Lender will continue as "Class B Revolving Loans" hereunder, in each case, on the terms set forth herein for such Class of Revolving Commitments.~~

SECTION 2.02~~.~~ Loans and Borrowings~~.~~.

(a) Each Loan (other than a Swingline 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~~; *provided* that any Borrowing of Revolving Loans shall be made pro rata between the Class A Revolving Commitments and the Class B Revolving Commitments in proportion to the respective Revolving Commitments under each such Revolving Credit Facility~~. 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 Revolving Loan Borrowing and 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 Swingline Loan shall be an ABR Loan. 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. Each Swingline Loan shall be in an 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 15 SOFR Borrowings outstanding (which number of SOFR Borrowings may be increased or adjusted by agreement between Holdings, the Borrower and the Administrative Agent in connection with any Incremental Facility or Extended Loans/Commitments or Loan Modification Offer).

SECTION 2.03. Requests for Borrowings. To request a Revolving Loan Borrowing or Term Loan Borrowing, the Borrower shall notify the Administrative Agent of such request by delivery (by hand delivery, facsimile or other 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 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 prior to the Class A Revolving Facility Termination Date, 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 (x) in the case of any Revolving Loan Borrowing, be irrevocable upon delivery and (y) specify the following information (other than, in the case of clause (vii) below, the Borrowing Request pertaining to Borrowings on the Effective Date):

(i) whether the requested Borrowing is to be a Revolving Loan Borrowing, an Initial Term Loan Borrowing or a Borrowing of any other Class (specifying the Class thereof);

(ii) the aggregate amount of such Borrowing (for the avoidance of doubt, any Borrowing of Revolving Loans shall be allocated pro rata between the Class A Revolving Commitments and Class B Revolving Commitments);

(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, or, in the case of any ABR Revolving Loan Borrowing or Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(f), the identity of the Issuing Bank that made such LC Disbursement;

(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. Swingline Loans.

(a) Subject to the terms and conditions set forth herein (including Section 2.22), in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swingline Lender agrees to make Swingline Loans to the Borrower from time to time during the Class A Revolving Availability Period denominated in Dollars in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate Revolving Exposures exceeding the aggregate Class A Revolving Commitments, (ii) the aggregate amount of Swingline Loans outstanding exceeding the Swingline Sublimit or (iii) the Revolving Exposure of any Lender exceeding such Lender's Revolving

Commitments; provided that (A) the Swingline Lender shall not be required to make a Swingline Loan to

refinance an outstanding Swingline Loan and (B) the Swingline Lender shall not be under any obligation to make any Swingline Loan if, after giving effect to Section 2.22(a)(iv), any Defaulting Lender Fronting Exposure would remain outstanding. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the Borrower shall notify the Administrative Agent and the Swingline Lender of such request by written notice, not later than 10:00 a.m., New York City time, on the day of such proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day), the amount of the requested Swingline Loan and, in the case of any Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(a), the identity of the Issuing Bank that made such LC Disbursement. The Swingline Lender shall make each Swingline Loan available to the Borrower by means of a credit to the deposit account of the Borrower specified in such written notice (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(a), by remittance to the applicable ~~Revolving~~ Issuing Bank) promptly on the requested date of such Swingline Loan. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, no Swingline Loans shall be available, and no Lender shall have any obligation to make a Swingline Loan, to the Borrower at any time on or after the Class A Revolving Facility Termination Date.

(c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., New York City time, on any Business Day require the Class A Revolving Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Class A Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Class A Revolving Lender, specifying in such notice the Class A Revolving Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Class A Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Class A Revolving Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Class A Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Class A Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Class A Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the Swingline Lender the amounts so received by it from the Class A Revolving Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other Person on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted by the Swingline Lender to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Class A Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or the Administrative Agent, as the case may be, and thereafter to the Borrower, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve

the Borrower of any default in the payment thereof. ~~On and after the Amendment No. 5 Effective Date until the Swingline Maturity Date, participations in Swingline Loans shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both the Class A Revolving Commitments and the Class B Revolving Commitments) and pro rata between the Class A Revolving Commitments and the Class B Revolving Commitments.~~

(d) In the event there is no Swingline Lender, the Borrower may designate as replacement Swingline Lender one Class A Revolving Lender that agrees to serve in such capacity as provided below; provided that such Swingline Lender is reasonably acceptable to the Administrative Agent. The acceptance by a Class A Revolving Lender of an appointment as a Swingline Lender hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, executed by the Borrower, the Administrative Agent and such designated Swingline Lender, and, from and after the effective date of such agreement, (i) such Class A Revolving Lender shall have all the rights and obligations of a Swingline Lender under this Agreement and (ii) references herein to the term "Swingline Lender" shall be deemed to include such Revolving Lender in its capacity as a lender of Swingline Loans hereunder. At no time shall there be more than one Swingline Lender.

(e) The Borrower may terminate the appointment of any Swingline Lender as a "Swingline Lender" hereunder by providing a written notice thereof to such Swingline Lender, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Swingline Lender's acknowledging receipt of such notice and (ii) the fifth Business Day following the date of the delivery thereof, provided that no such termination shall become effective until and unless the Swingline Exposure of such Swingline Lender shall have been reduced to zero. Notwithstanding the effectiveness of any such termination, the terminated Swingline Lender shall remain a party hereto and shall continue to have all the rights of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such termination, but shall not make any additional Swingline Loans.

~~(f) On the Amendment No. 11 Effective Date, the participations in any outstanding Swingline Loans shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in the aggregate principal amount of all Swingline Loans then outstanding in accordance with their respective Applicable Percentage of the Total Revolving Commitments. Thereafter, until the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, the participations in any new Swingline Loans shall be allocated ratably in accordance with the Revolving Lenders' respective Applicable Percentage of the Total Revolving Commitments. On the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, all then outstanding Swingline Loans shall be repaid in full; *provided* that if, and only to the extent that, on the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments (after giving effect to any repayments of Revolving Loans and any reallocation of Letter of Credit participations as contemplated in Section 2.05(p)), there shall exist sufficient unutilized Class A Revolving Commitments so that all or a portion of the then-outstanding Swingline Loans could be incurred pursuant the Class A Revolving Commitments, the outstanding Swingline Loans (and any outstanding participations in such~~

~~Swingline Loans) shall be deemed to have been incurred solely pursuant to the Class A~~

~~Revolving Commitments and allocated ratably in accordance with the Class A Revolving Lenders' respective Applicable Percentage of the Class A Revolving Commitments, and such Swingline Loans shall not be so required to be repaid in full on the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments.~~

SECTION 2.05~~.~~ Letters of Credit~~.~~.

(a) General. Subject to the terms and conditions set forth herein (including Section 2.22), each Issuing Bank agrees, in reliance upon agreement of the Class A Revolving Lenders set forth in this Section 2.05, to issue Letters of Credit denominated in Dollars for the account of the Borrower (or for the account of any Restricted Subsidiary so long as the Borrower and such Restricted Subsidiary are co-applicants in respect of such Letter of Credit), in a form reasonably acceptable to the applicable Issuing Bank, which shall reflect the standard policies and operating procedures of such Issuing Bank, at any time and from time to time during the Class A Revolving Availability Period and prior to the fifth Business Day prior to the ~~Latest Maturity Date applicable to Revolving Loans~~Class A Revolving Facility Termination Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall deliver in writing by hand delivery or ~~facsimile (or transmit by~~ electronic communication~~, if arrangements for doing so have been approved by the recipient)~~ to the applicable Issuing Bank and the Administrative Agent (at least three Business Days before the requested date of issuance, amendment, renewal or extension or such shorter period as the applicable Issuing Bank and the Administrative Agent may agree) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (a) of this Section), the amount and currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of any Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (i) the aggregate LC Exposure attributable to Letters of Credit issued by such Issuing Bank shall not exceed the LC Commitment of such Issuing Bank, (ii) the aggregate Revolving Exposures ~~shall not exceed the aggregate Revolving Commitments (and the Revolving Exposures~~ of Revolving Lenders having Class A Revolving Commitments shall not exceed the Class A Revolving Commitments, ~~and the Revolving Exposures of Revolving Lenders having Class B Revolving Commitments shall not exceed the Class B Revolving Commitments),~~ (iii) the aggregate LC Exposure shall not exceed the Letter of Credit Sublimit, (iv) the Revolving Exposure of any Class A Lender shall not exceed such Class A Revolving Lender's Revolving Commitments and (v) the face amount of outstanding Letters of Credit issued by any Issuing Bank shall not exceed such Issuing Bank's Applicable LC Fronting Sublimit. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, no Letter of Credit shall be issued, amended, renewed or extended at any

time on or after the the date that is the third Business Day prior to the Class A Revolving Facility Termination Date. No Issuing Bank shall be under any obligation to issue any Letter of Credit if (A) any order, judgment or decree of any Governmental Authority or arbitrator shall enjoin or restrain such Issuing Bank from issuing the Letter of Credit, or any law applicable to such Issuing Bank any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such Issuing Bank with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such Issuing Bank in good faith deems material to it, (B) any Lender is at that time a Defaulting Lender, if after giving effect to Section 2.22(a)(iv), any Defaulting Lender Fronting Exposure remains outstanding, unless such Issuing Bank has entered into arrangements, including the delivery of Cash Collateral, reasonably satisfactory to such Issuing Bank with the Borrower or such Lender to eliminate such Issuing Bank's Defaulting Lender Fronting Exposure arising from either the Letter of Credit then proposed to be issued or such Letter of Credit and all other LC Exposure as to which such Issuing Bank has Defaulting Lender Fronting Exposure or (C) such issuance will violate any policy or procedure of such Issuing Bank without such Issuing Bank's prior written consent. Upon the issuance of each Letter of Credit, the Issuing Bank shall send the Administrative Agent a copy of the same.

(c) Notice. Each Issuing Bank agrees that it shall not permit any issuance or amendment of a Letter of Credit to occur unless it shall have given to the Administrative Agent written notice thereof required under Section 2.05(m).

(d) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any extension thereof, one year after the then-current expiration date at the time of such extension) and (ii) the date that is the third Business Day prior to the ~~Latest Maturity Date applicable to Revolving Loans~~Class A Revolving Facility Termination Date; provided that if such expiry date is not a Business Day, such Letter of Credit shall expire at or prior to close of business on the next succeeding Business Day; provided, however, that any Letter of Credit may, upon the request of the Borrower and with the consent of the Issuing Bank, in its sole discretion, include a provision whereby such Letter of Credit shall be extended automatically for additional consecutive periods of one year or less (but not beyond the date that is three Business Days prior to the applicable ~~Latest Maturity~~Class A Revolving Facility Termination Date unless Cash Collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Issuing Bank thereof) unless the applicable Issuing Bank notifies the beneficiary thereof within the time period specified in such Letter of Credit or, if no such time period is specified, at least 30 days prior to the then-applicable expiration date, that such Letter of Credit will not be extended; provided that such extended terms are reasonably satisfactory to the relevant Issuing Bank.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank that is the issuer thereof or the Lenders, such Issuing Bank hereby grants to each Class A Revolving Lender, and each Class A Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Class A Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. ~~On and after the Amendment No. 5 Effective Date, participations in Letters of Credit shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both Class A Revolving Commitments and Class B Revolving Commitments) and pro rata between~~

~~Class A Revolving Commitments and Class B Revolving Commitments.~~ In consideration and in

furtherance of the foregoing, each Class A Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Class A Revolving Lender's Applicable Percentage ~~of the Total Revolving Commitments~~ of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (a) of this Section in the currency of such LC Disbursement, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Class A Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional ~~and shall be pro rata based on such Lender's Applicable Percentage of the Total Revolving Commitments~~ and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. ~~On the Amendment No. 5 Effective Date, the Letter of Credit Participations in any issued and outstanding Letters of Credit shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in such Letter of Credit Participation in accordance with such Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both the Class A Revolving Commitments and the Class B Revolving Commitments from time to time in effect). Thereafter Letter of Credit Participations in any newly-issued Letters of Credit shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitments (including both the Class A Revolving Commitments and the Class B Revolving Commitments from time to time in effect).~~

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement in Dollars not later than 2:00 p.m., New York City time (~~i~~A) on the next succeeding Business Day if the Borrower receives notice of such LC Disbursement on or before 12:00 p.m., New York City time on the day of such LC Disbursement or (~~ii~~B) on the second succeeding Business Day if the Borrower receive notice of such LC Disbursement after 12:00 p.m., New York City time on the day of such LC Disbursement; provided that, if such LC Disbursement is denominated in Dollars and is not less than $100,000 (or such lesser amount as reasonably agreed to by the Administrative Agent), the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or Section 2.04 that such payment be financed with an ABR Class A Revolving Loan Borrowing or a Swingline Loan, in each case in an equivalent amount, and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Class A Revolving Loan Borrowing or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Class A Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Class A Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Class A Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of ~~the Total Revolving Commitment of~~ the payment then due from the Borrower, in Dollars and in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the applicable Issuing Bank the amounts so received by it from the Class A Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Class A Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then

to such Class A Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Class A Revolving Lender or the Swingline Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of an ABR Revolving Loan or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. For the avoidance of doubt, all distributions under this Section 2.05(~~h~~f) shall be made to each Lender with a Class A Revolving Commitment pro rata based on each such Lender's Applicable Percentage of ~~the Total~~all Class A Revolving Commitments ~~without regard to the Class of the Revolving Commitments held by such Lender~~.

(g) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (a) of this Section is absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, the Issuing Banks or any of their Affiliates shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in translation, any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as determined by a court of competent jurisdiction in a final, nonappealable judgment) or the Issuing Bank's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit (as determined by a court of competent jurisdiction in a final, non-appealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit, and any such acceptance or refusal shall be deemed not to constitute gross negligence or willful misconduct.

(h) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the Borrower in writing of such demand for payment and whether such Issuing Bank has made a LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to

reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement in

accordance with paragraph (f) of this Section.

(i) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is required to be reimbursed pursuant to Section 2.05(e), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (a) of this Section, then Section 2.13(~~d~~c) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Administrative Agent, for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (a) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment and shall be payable on demand or, if no demand has been made, on the date on which the Borrower reimburse the applicable LC Disbursement in full.

(j) Cash Collateralization. If the maturity of the Loans has been accelerated, then on the Business Day on which the Borrower receives notice from the Administrative Agent or the Required Revolving Lenders demanding the deposit of Cash Collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders, an amount of cash in Dollars equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such Cash Collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Section 7.01. The Borrower also shall deposit Cash Collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. At any time that there shall exist a Defaulting Lender, if any Defaulting Lender Fronting Exposure remains outstanding (after giving effect to Section 2.22(a)(iv)), then promptly upon the request of the Administrative Agent or any Issuing Bank, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover such Defaulting Lender Fronting Exposure (after giving effect to any Cash Collateral provided by the Defaulting Lender). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent in Cash Equivalents and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Class A Revolving Lenders with LC Exposure representing more than 50.0% of the aggregate LC Exposure of all the Class A Revolving Lenders), be applied to satisfy other obligations of the Borrower under this Agreement in accordance with the terms of the Loan Documents. If the Borrower is required to provide an amount of Cash Collateral hereunder, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after the Events of Default giving rise to the acceleration of the maturity of the Loans has been cured or waived or after no Defaulting Lender Fronting Exposure remains outstanding, as applicable. If the Borrower is required to provide an amount of Cash Collateral hereunder pursuant to Section 2.11(b), such amount (to the extent not applied as aforesaid) shall be

returned to the Borrower as and to the extent that, after giving effect to such return, the Borrower would

remain in compliance with Section 2.11(b) and no Event of Default shall have occurred and be

continuing.

(k) Designation of Additional Issuing Banks. The Borrower may, at any time and from time to time, designate as additional Issuing Banks one or more Class A Revolving Lenders that agree to serve in such capacity as provided below. The acceptance by a Class A Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, executed by the Borrower, the Administrative Agent and such designated Class A Revolving Lender and, from and after the effective date of such agreement, (i) such Class A Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein to the term "Issuing Bank" shall be deemed to include such Class A Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

(l) Termination of an Issuing Bank. The Borrower may terminate the appointment of any Issuing Bank as a "Issuing Bank" hereunder by providing a written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank's acknowledging receipt of such notice and (ii) the fifth Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (or its Affiliates) shall have been reduced to zero. At the time any such termination shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the terminated Issuing Bank pursuant to Section 2.12(b). Notwithstanding the effectiveness of any such termination, the terminated Issuing Bank shall remain a party hereto and shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such termination, but shall not issue any additional Letters of Credit.

(m) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for each successive month) in respect of Letters of Credit issued by such Issuing Bank, including all issuances and amendments, all expirations and cancellations and all disbursements and reimbursements, (ii) within five Business Days following the time that such Issuing Bank issues or amends any Letter of Credit, the date of such issuance or amendment and the currency and available balance of the Letters of Credit issued or amended by it and outstanding after giving effect to such issuance or amendment (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date, currency and amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fail to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and amount of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(n) Applicability of ISP and UCP. Unless otherwise expressly agreed by the Issuing Bank and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each commercial Letter of Credit.

(o) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(p) *Amendment No. 11 Provisions*. On the Amendment No. 11 Effective Date, the participations in any outstanding Letters of Credit shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in the LC Exposure in accordance with their respective Applicable Percentage of the Total Revolving Commitments. Thereafter, until the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, the participations in any new Letters of Credit shall be allocated ratably in accordance with the Revolving Lenders' respective Applicable Percentage of the Total Revolving Commitments. On the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, (i)(A) if consented to by the Issuing Bank that is a Class B Revolving Lender and that issued any Letter of Credit, such Letters of Credit for which consent has been obtained shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make Revolving Loans and payments in respect thereof pursuant to clauses (e) and (f) of this Section 2.05) under (and ratably participated in by Revolving Lenders pursuant to) the Class A Revolving Commitments up to an aggregate amount not to exceed the aggregate amount of the unutilized Class A Revolving Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (A), the Borrower shall cash collateralize any such Letter of Credit in accordance with clause (j) above and (ii) the participations of the Class B Revolving Lenders in the outstanding Letters of Credit issuing by Issuing Banks that are Class A Revolving Lenders shall be reallocated to the Class A Revolving Lenders ratably in accordance with their Applicable Percentage of the Class A Revolving Commitments but, in any case, only to the extent the sum of the participations of the Class A Revolving Lenders and the Class B Revolving Lenders in such outstanding Letters of Credit does not exceed the lesser of the aggregate LC Commitments and the total unutilized Class A Revolving Commitments at such time; provided that, if the reallocation described in clause (p)(ii) cannot, or can only partially, be effected as a result of the limitations set forth herein, the Borrower shall cash collateralize the portion of any such Letter of Credit that has not been so reallocated in accordance with clause (j) of this Section 2.05.

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); provided that Swingline Loans shall be made as provided in Section 2.04. 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; provided that ABR Revolving Loans made to finance the reimbursement of a LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to Section 2.05(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear; *provided*, *further*, that, for the avoidance of doubt, on and after the

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Amendment No. 5 Effective Date, all Borrowings of Revolving Loans hereunder shall be made

by each Revolving Lender in accordance with such Revolving Lender's Applicable Percentage of the Total Revolving Commitment, and Borrowings of Revolving Loans shall be allocated pro rata between the Class A Revolving Facility and the Class B Revolving Facility in proportion to the respective Revolving Commitments under each such Revolving Credit Facility..

(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 Revolving Loans, to fund participations in Letters of Credit and Swingline 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 Revolving Loan Borrowing and 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 and, in the case of a SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section. 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. This Section shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by delivery (by hand delivery, facsimile or other 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) ~~(for the avoidance of doubt, in the case of any Borrowing of Revolving Loans, such election shall be made pro rata between the Class A Revolving Loans and Class B Revolving Loans)~~;

(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; and

(iv) if the resulting Borrowing is to be a SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(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.

SECTION 2.08. ~~.~~ Termination and Reduction of Commitments~~:~~.

(a) Unless previously terminated, (i) the Initial Term Loan Commitments shall terminate upon the making of the Initial Term Loans on the Effective Date, (ii) the ~~2020 Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2020 Incremental Term Loans and (y) 5:00 p.m. New York City time on March 25, 2020, (iii) the 2021 Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2021~~

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~~Incremental Term Loans and (y) 5:00 p.m. New York City time on June 11, 2021, (iv) the 2021 2~~

~~Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2021-2 Incremental Term Loans and (y) 5:00 p.m. New York City time on November 10, 2021, and (v) the~~Class A Revolving Commitments shall terminate on the ~~Revolving Maturity~~Class A Revolving Facility Termination Date and (iii) the Class A-1 Revolving Commitments shall terminate on the Class A-1 Revolving Facility Termination Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments of any Class ~~at the Borrower's sole discretion (for the avoidance of doubt, such reduction or termination need not be reduced or terminated on a *pro rata* basis among Classes of Commitments)~~; provided that (i) each reduction of the Commitments of any Class shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (ii) the Borrower shall not terminate or reduce the Revolving Commitments ~~of any Class~~ if, after giving effect to any concurrent prepayment of the Revolving Loans ~~of such Class~~ or Swingline Loans in accordance with Section 2.11, the aggregate Revolving Exposures ~~of such Class~~ would exceed the aggregate Revolving Commitments ~~of such Class~~.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section by 2:00 p.m. New York City time at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof.

(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; provided ~~(i~~1) the Borrower may allocate any termination or reduction of Commitments among Classes of Commitments at its direction (including, for the avoidance of doubt, to the Commitments with respect to any Class of Extended Revolving Commitments without any termination or reduction of the Commitments with respect to any Existing Revolving Commitments of the same Specified Existing Revolving Commitment Class) and (~~ii~~2) in connection with the establishment on any date of any Extended Revolving Commitments pursuant to Section 2.24, the Existing Revolving Commitments of any one or more Lenders providing any such Extended Revolving Commitments on such date shall be reduced in an amount equal to the amount of Specified Existing Revolving Commitments so extended on such date (or, if agreed by the Borrower and the Lenders providing such Extended Revolving Commitments, by any greater amount so long as (~~A~~a) a proportionate reduction of the Specified Existing Revolving Commitments has been offered to each Lender to whom the applicable Revolving Credit Extension Request has been made (which may be conditioned upon such Lender becoming an Extending Lender), and (~~B~~b) the Borrower prepays the Existing Revolving Loans of such Class owed to such Lenders providing such Extended Revolving Commitments to the extent necessary to ensure that, after giving pro forma effect to such repayment or reduction, the Existing Revolving Loans of such Class are held by the Lenders of such Class on a pro rata basis in accordance with their Existing Revolving Commitments of such Class after giving pro forma effect to such reduction) (provided that (x) after giving pro forma effect to any such reduction and to the repayment of any Loans made on such date, the aggregate amount of the revolving credit exposure of any such Lender does not exceed the Existing Revolving Commitment thereof (such revolving credit exposure and Revolving ~~Credit~~ Commitment being determined in each case, for the avoidance of doubt, exclusive of such Lender's Extended Revolving Commitment and any exposure in respect thereof) and (y) for the avoidance of doubt, any such repayment of Loans contemplated by the preceding clause shall be made in compliance with the requirements of Section 2.18 with respect to the ratable allocation of payments hereunder, with such allocation being determined after

giving pro forma effect to any conversion or exchange pursuant to Section 2.24 of Existing Revolving Commitments and Existing Revolving Loans into Extended Revolving Commitments and Extended Revolving Loans respectively, and prior to any reduction being made to the Commitment of any other Lender).

(e) With respect to each mandatory reduction and termination of Revolving Commitments or Replacement Revolving ~~Credit~~ Commitments (and any previously extended Extended Revolving Commitments) required in connection with the incurrence of any Incremental Refinancing Facility or the incurrence of any Credit Agreement Refinancing Indebtedness incurred to Refinance any Revolving Commitments, Replacement Revolving Commitments and/or Other Revolving Commitments, the Borrower may designate (~~i~~A) the Classes of Commitments to be reduced and terminated and (~~ii~~B) the corresponding Classes of Loans to be prepaid; provided that (x) any such reduction and termination shall apply proportionately and permanently to reduce the Commitments of each of the Lenders within any such Class and (y) after giving pro forma effect to such termination or reduction and to any prepayments of Loans or cancellation or cash collateralization of Letters of Credit made on the date of each such reduction and termination in accordance with this Agreement, the aggregate amount of such Lenders' credit exposures shall not exceed the remaining Commitments of such Lenders' in respect of the Class reduced and terminated. In connection with any such termination or reduction, to the extent necessary, the participations hereunder in outstanding Letters of Credit and Swingline Loans may be required to be reallocated and related loans outstanding prepaid and then reborrowed.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of such Lender on the Revolving Maturity Date, (ii) to the Administrative Agent for the account of each Term Lender the then unpaid principal amount of each Term Loan of such Term Lender as provided in Section 2.10 and (iii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made by the Swingline Lender on the earlier to occur of (A) the date that is 10 Business Days after such Loan is made and (B) the Revolving Maturity Date; provided that on each date that a Revolving Loan Borrowing in Dollars is made, the Borrower shall repay all Swingline Loans that were outstanding on the date such Borrowing was requested.

(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.

(f) ~~For the avoidance of doubt, (x) with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans made in accordance with Amendment No. 1 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2020 Incremental Term Loans; *provided*, that, the 2020 Incremental Term Loans shall constitute a separate Class of Loans from the "Initial Term Loans" for all purposes of this Agreement and (y) with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Commitments in respect of Incremental Term Loans shall be applicable to the 2020 Incremental Term Loan Commitments. Further, with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans (i) shall mature and shall become due and payable on the Term Maturity Date applicable to Initial Term Loans and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).~~

(g) ~~For the avoidance of doubt, (x) with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans made in accordance with Amendment No. 5 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2021 Incremental Term Loans; *provided*, that, with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Commitments in respect of Incremental Term Loans shall be applicable to the 2021 Incremental Term Loan Commitments. Further, with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans (i) shall mature and shall become due and payable on the Term Maturity Date applicable to Initial Term Loans and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).~~

(h) ~~For the avoidance of doubt, (x) with effect from the 2021-2 Incremental Term Loan Closing Date, the 2021-2 Incremental Term Loans made in accordance with Amendment No. 6 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2021-2 Incremental Term Loans; *provided*, that, with effect from the Amendment No. 6 Effective Date, the 2021-2 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Term Commitments shall be applicable to the 2021-2 Incremental Term Loan Commitments. Further, with effect from the 2021-2 Incremental Term Loan Closing Date, the 2021-2 Incremental Term Loans (i) shall mature and shall become due~~

and payable on the 2021-2 Incremental Term Loan Maturity Date and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).

SECTION 2.10. Amortization of Term Loans.

(a) The Borrower shall repay Initial Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on DecemberMarch 31, 20192025) in the principal amount of Initial Term Loans equal to one quarterhalf of one percent (0.250.50%) of the original principal amount of such Initial Term Loans made on the Effective Date, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2020 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on June 30, 2020) in the principal amount of 2020 Incremental Term Loans equal to one quarter of one percent (0.25%) of the original principal amount of such 2020 Incremental Term Loans made pursuant to Amendment No. 1, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2021 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on September 30, 2021) in the principal amount of 2021 Incremental Term Loans equal to one quarter of one percent (0.25%) of the original principal amount of such 2021 Incremental Term Loans made pursuant to Amendment No. 5, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2021-2 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on March 31, 2022) in the principal amount of 2021-2 Incremental Term Loans equal to one quarter of one percent (0.25%) of the original principal amount of such 2021-2 Incremental Term Loans made pursuant to Amendment No. 6, as adjusted from time to time pursuant to Section 2.11(f). To the extent not previously paid, all Initial Term Loans, all 2020 Incremental Term Loans and all 2021 Incremental Term Loans shall be due and payable by the Borrower on the Initial Term Loan Maturity Date.

(b) All repayment obligations under this Section 2.10 shall be reduced by the amount of any prepayments made in accordance with Section 2.11 in the manner specified therein.

SECTION 2.11. Prepayment of Loans.

(a) The Borrower shall have the right at any time and from time to time after the first anniversary of the Effective Date to prepay any Borrowing in whole or in part, without premium or penalty (except as provided in this Section 2.11(a)). Prepayments made pursuant to this Section 2.11(a) shall be applied in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).

(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty; *provided* that (x) in In the event of (i) any voluntary prepayment of Initial Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such Initial Term Loans, (v) any of the mandatory prepayments described in Section 2.11(hc) from the proceeds of a Specified Debt Incurrence Prepayment Event or, (vi) any prepayment in connection with a Change in Control, (vii) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the Initial Term Loans (including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith), (viii) except as set forth in

Sections 2.10 and 2.11(d), any other payment or prepayment of Initial Term Loans, (ix) the Initial Term

Loans are accelerated (whether as a result of an Event of Default, by operation of law or otherwise), including as a result of any Event of Default under clause (h) or (i) of Section 7.01, or (x) there shall occur any satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loan Document Obligations in any bankruptcy, insolvency proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any bankruptcy or insolvency proceeding to the Administrative Agent or any Lender in full or partial satisfaction of the Loan Document Obligations (each of the events described in clauses (i) through (x) above, a "Premium Event"), the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such Initial Term Loans, (AI) during the period from the Effective Date to and including the day immediately preceding the first anniversary of the 2020 Incremental Closing Date, a prepayment premium of 5.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of Initial Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereofEffective Date, the Make-Whole Premium, (BII) during the period commencing onfrom the first anniversary of the 2020 Incremental ClosingEffective Date to and including the day immediately preceding the second anniversary of the 2020 Incremental Closing Date, a prepayment premium of 2.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of the Initial Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (C) during the period commencing on the second anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the third anniversary of the 2020 Incremental Closing Date, a prepayment premium of 1.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of the Initial Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof and (D) thereafter, no prepayment premium shall be due; (y) in the event of (i) any voluntary prepayment of 2020 Incremental Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such 2020 Incremental Term Loans, (v) any of the mandatory prepayments described in Section 2.11(h) from the proceeds of a Specified Debt Incurrence Prepayment Event or (vi) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the 2020 Incremental Term Loans including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith, the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such 2020 Incremental Term Loans, (I) during the period from the 2020 Incremental Closing Date to and including the day immediately preceding the second anniversary of the 2020 Incremental Closing Date, a prepayment premium equal to the Applicable Premium multiplied by the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (II) during the period commencing on the second anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the third anniversary of the 2020 Incremental Closing Date, a prepayment premium of 2.00% of the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of the 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the

~~effectiveness thereof, (III) during the period commencing on the third anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the fourth anniversary of the 2020 Incremental Closing Date, a prepayment premium of 1.00% of the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of the 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof and (IV) thereafter, no prepayment premium shall be due; and (z) in the event of (i) any voluntary prepayment of 2021-2 Incremental Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such 2021-2 Incremental Term Loans, (v) any of the mandatory prepayments described in Section 2.11(h) from the proceeds of a Specified Debt Incurrence Prepayment Event or (vi) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the 2021-2 Incremental Term Loans including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith, the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such 2021-2 Incremental Term Loans, (I) during the period from the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the seven (7) month anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 4.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (II) during the period commencing on the date that is the seven (7) month anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the one (1) year anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 5.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of the 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (III) during the period commencing on the day that is the one (1) year anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the eighteen (18) month anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 4.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of the 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (IV) during the period commencing on the day that is the eighteen (18) month anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the two (2) year anniversary of the 2021-2 Incremental Term Loan Closing~~Effective Date, a prepayment premium of 3.00% of the principal amount of the ~~2021-2 Incremental~~Initial Term Loans ~~being prepaid or~~subject to such Premium Event or, with respect to clause (vii) above, the principal amount of ~~the 2021-2 Incremental~~Initial Term Loans ~~subject to~~outstanding immediately prior to the effectiveness of the amendment effectuating such Repricing Transaction and (III) during the period commencing on the second anniversary of the Effective Date to and including the day immediately preceding the third anniversary of the Effective Date, a prepayment premium of 0.50% of the principal amount of the Initial Term Loans subject to such Premium Event or, with respect to clause (vii) above, the principal amount of Initial Term Loans outstanding immediately prior to the effectiveness ~~thereof and (V)~~of the amendment

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effectuating such Repricing Transaction. ~~t~~Thereafter, no prepayment premium shall be due. The Loan

Parties expressly agree that: (A) any Make-Whole Premium and ~~P~~prepayments ~~made~~premium required pursuant to this Section 2.11(a) ~~shall be applied in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).~~(the "Applicable Premium") is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Applicable Premium is not intended to act as a penalty or to punish the Loan Parties for any repayment or redemption of the Loans; (E) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (F) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Initial Term Loan Commitments and make the Initial Term Loans; and (G) the Applicable 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 Premium Event.

(b) In the event and on each occasion that the aggregate Revolving Exposures (or the Revolving Exposures of any Class of Revolving Commitments) exceeds the aggregate Revolving Commitments (or the Revolving Commitments of such Class), the Borrower shall prepay Revolving Loans (or the Revolving Loans of such Class, as applicable) or Swingline Loans (or, if no such Loans are outstanding, deposit Cash Collateral in an account with the Administrative Agent pursuant to Section 2.05(j)) in an aggregate amount necessary to eliminate such excess.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, the Borrower or any Restricted 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 (other than any Disposition/Casualty Prepayment Event arising in respect of a Securitization Transaction), ~~if~~so long as no Event of Default shall have occurred and be continuing, the Borrower or the Restricted Subsidiaries may elect to invest ~~the~~(or commit to invest) Net Proceeds from such event (or a portion thereof), in an aggregate amount not to exceed $5,000,000 in any fiscal year, within ~~6~~3 months after receipt of such Net Proceeds in Collateral of the Borrower and the Restricted Subsidiaries (including any Investments permitted under Section 6.04 (other than 6.04(a))), ~~then~~ 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 ~~6~~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 (other than any Disposition/Casualty Prepayment Event arising in respect of a Securitization Transaction), the Borrower may use a portion of such Net Proceeds to prepay or repurchase any other Indebtedness 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. 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) Following the end of each fiscal year of the Borrower ~~(other than the fiscal years ending December 31, 2023 and December 31, 2024 for which, for the avoidance of doubt, no prepayment shall be required to be made)~~, commencing with the fiscal year ending December 31, ~~2020~~2025 (each such applicable fiscal year, an "Excess Cash Flow Period"), the Borrower shall offer to prepay Term Loans in an aggregate amount equal to the ECF Percentage ~~(after giving effect to any adjustment pursuant to the Permitted ECF Recalculation Considerations (as defined below))~~ of Excess Cash Flow for such Excess Cash Flow Period~~; *provided* that (i) such amount shall be reduced, at the option of the Borrower, by the aggregate amount (other than any amount applied to reduce the prepayment required under this paragraph in respect of any prior year) of (A) prepayments of Term Loans (and, to the extent the Revolving Commitments are permanently reduced in a corresponding amount pursuant to Section 2.08, Revolving Loans) made pursuant to Section 2.11(a) during such fiscal year or after such fiscal year and prior to the time such prepayment is due as provided below, (B) voluntary prepayments of Indebtedness under Incremental Facilities, Incremental Equivalent Debt and/or Credit Agreement Refinancing Indebtedness, in each case, that are secured by Liens on the Collateral that rank on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations during such fiscal year or after such fiscal year and prior to the time such prepayment is due, (in each case of clause (d)(A) and (B), excluding all such prepayments funded with the proceeds of other long-term Indebtedness (other than revolving Indebtedness) and excluding the April TL Prepayment and the October TL Prepayment), (any payments described in the foregoing clause (d)(i) through (ii) of this proviso made after the end of the applicable Excess Cash Flow Period but prior to the making of the applicable prepayment in respect of such Excess Cash Flow Period, an "**After Year End Payment**"); and (ii) following the making of any After Year End Payment, (A) the Total Net Cash Leverage Ratio shall be recalculated giving pro forma effect to such After Year End Payment as if such payment were made during the applicable Excess Cash Flow Period and the ECF Percentage for purposes of making such Excess Cash Flow prepayment shall be determined by reference to such recalculated Total Net Cash Leverage Ratio and (B) such After Year End Payment shall not reduce the required amount of any subsequent Excess Cash Flow payment in another Excess Cash Flow Period (the foregoing clauses (A) and (B)), the "**Permitted ECF Recalculation Considerations**"). Notwithstanding anything to the contrary in the foregoing, the Borrower may use a portion of such amount of Excess Cash Flow (as so reduced) in respect of any such fiscal year that would otherwise be required to be applied to prepay Term Loans to prepay or repurchase any other Indebtedness that is secured by Liens on the Collateral that rank 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 other Indebtedness are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with Excess Cash Flow, in each case in an amount not to exceed the product of (1) the amount of Excess Cash Flow (as so reduced) in respect of such fiscal year otherwise required to be applied to prepay Term Loans (without giving effect to this sentence) and (2) 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~~. Each prepayment pursuant to this paragraph shall be offered to be made by giving

written notice to the Administrative Agent in accordance with Section 2.11(e)(ii) on or before the date that is five Business Days after the date on which financial statements are required to be delivered pursuant to Section 5.01(a) with respect to the Excess Cash Flow Period for which Excess Cash Flow is being calculated. ~~Any Excess Cash Flow payment pursuant to this clause (d) shall only be required with respect to amounts in excess of $2,500,000 for any Excess Cash Flow Period (and only such excess amount shall be applied to the payment thereof).~~ Prepayments made~~, or required to be offered to be made,~~ pursuant to this Section 2.11(d) shall be offered and, if applicable, 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 and shall specify such selection in the applicable Notice of Prepayment.

(i) (A) 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) (other than with respect to a Specified Debt Incurrence Prepayment Event, which is subject to clause (~~i)~~(B) below) and Section 2.11(d) shall be allocated to the Classes of Term Loans outstanding, pro rata based on the aggregate principal amount of outstanding Borrowings due in respect of each such Class of Term Loans (subject to any Class of Term Loans (including any Class of Extended Term Loans) having agreed to receive a less than pro rata share of any such mandatory prepayment and taking into account any reduction in the amount of any required Excess Cash Flow payment to any Class of Term Loans), shall be applied pro rata to Lenders within each Class, based upon the outstanding principal amounts owing to each such Lender under each such Class of Term Loans and shall be applied to reduce such scheduled repayment amounts within each such Class in accordance with Section 2.11(f)(i) and 2.11(f)(ii), as applicable, and (B) each prepayment of Term Loans elected by the Borrower to be made pursuant to Section 2.11(a) or required to be made by Section 2.11(c) in connection with a Specified Debt Incurrence Prepayment Event shall be allocated to ~~the Classes of Term Loans outstanding, pro rata based on the aggregate principal amount of outstanding Borrowings due in respect of each such Class of Term Loans (subject to~~ any Class of Term Loans ~~(including any Class of Extended Term Loans) having agreed to receive a less than pro rata share of any such mandatory prepayment and taking into account any reduction in the amount of any required Excess Cash Flow payment to any Class of Term Loans~~outstanding as directed by the Borrower (subject to the requirement that the Net Proceeds of any Specified Debt Incurrence Prepayment Event shall, if applicable, be applied to prepay or repay the applicable Refinanced Indebtedness), shall be applied pro rata to Lenders within each such Class, based upon the outstanding principal amounts owing to each such Lender under each such Class of Term Loans and shall be applied to reduce such scheduled repayment amounts within each such Class in accordance with Section 2.11(f)(i) (for the avoidance of doubt, ~~solely as between any Existing Term Loan Class and the related Class of Extended Term Loans (and without affecting the pro rata application among all Classes of outstanding Term Loans other than such Existing Term Loan Class and such related Class of Extended Term Loans)~~ the Borrower may (~~1~~i) prepay Term Loans of an Existing Term Loan Class pursuant to Section 2.11(a) or any Specified Debt Incurrence Prepayment Event without any requirement to prepay Extended Term Loans that were converted or exchanged from such Existing Term Loan Class and (~~2~~ii) prepay Extended Term Loans pursuant to Section 2.11(a) or pursuant to any Specified Debt Incurrence Prepayment Event without any requirement to prepay Term Loans of an Existing Term Loan Class that were converted or exchanged for such Extended Term Loans and in the event that the Borrower does

not specify the Classes of Term Loans to be prepaid, the Borrower shall be deemed to have elected that such proceeds be applied to reduce the repayment amounts among ~~such~~ Term Loan Classes on a pro rata basis).

(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), 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 Restricted Subsidiaries (such amounts, "Retained Declined Proceeds") and (C) the Borrower will make all such prepayments not so refused upon the ~~tenth~~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. For the avoidance of doubt, this Section 2.11(e)(ii) does not apply to any prepayment pursuant to Section 2.11(c) in respect of a Specified Debt Incurrence Prepayment Event, which prepayment shall be mandatory and may not be declined, waived or refused.

(f) Application to Term Loans.

(i) 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 a Specified Debt Incurrence Prepayment Event or Section 2.11(d), such prepayments shall be applied on a pro rata basis to the Lenders within any Class entitled to receive such prepayment to reduce scheduled repayment amounts (A) in such order as the Borrower may specify with respect to any prepayment under Section 2.11(a) (or, if not specified, in direct order of maturity) and the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made~~; *provided* that the Borrower pays any amounts, if any,~~ and (B) in inverse order of maturity with respect to any prepayment required to be ~~paid pursuant to~~ made under Section ~~2.16~~2.11(d) or with respect to a Specified Debt Incurrence ~~p~~Prepayments ~~of SOFR Loans made on any date other than the last day of the applicable Interest Period~~Event. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent, shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.16.

(ii) After giving effect to the provisions of Section 2.11(e)(ii), with respect to each prepayment of Term Loans by the Borrower required to be made pursuant to Section 2.11(c) (other than in respect of a Specified Debt Incurrence Prepayment Event) ~~or Section 2.11(d)~~, such prepayments shall be applied on a pro rata basis to the Lenders within any Class entitled to receive such prepayment to reduce scheduled repayment amounts in direct order of maturity and irrespective of whether such outstanding Term Loans are ABR Loans or SOFR Loans; provided

that, if no Lender exercises the right to refuse an offered mandatory prepayment of the Term

Loans pursuant to Section 2.11(e)(ii), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Term Loans that are ABR Loans to the full extent thereof before application to Term Loans that are SOFR Loans in a manner that minimizes breakage costs owing under Section 2.16.

(g) Application to Revolving Loans. With respect to each prepayment of Revolving Loans, Other Revolving Loans and Replacement Revolving Loans elected by the Borrower pursuant to Section 2.11(a) or required by Section 2.11(b), the Borrower may designate (i) the Class and Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which such Loans were made and (ii) the Class of Revolving Loans, Other Revolving Loans or Replacement Revolving Loans to be prepaid; provided that ~~any prepayment of Revolving Loans while any Class A Revolving Commitments are outstanding shall be made pro rata between the Class A Revolving Loans and the Class B Revolving Loans in proportion to the respective Revolving Commitments under the Class A Revolving Facility and the Class B Revolving Facility (except that any prepayment made in connection with a reduction of the Class A Revolving Commitments pursuant to Section 2.08 may be applied solely to the Class A Revolving Loans and allocated to the Class A Revolving Loans based on the amount of the reduction in the Class A Revolving Commitments of each applicable Lender thereunder); *provided further* that~~ (x) SOFR Loans may be designated for prepayment pursuant to this Section 2.11 only on the last day of an Interest Period applicable thereto unless all SOFR Loans with Interest Periods ending on such date of required prepayment and all ABR Loans have been paid in full; (y) each prepayment of any Loans made pursuant to a Borrowing shall be applied pro rata among such Loans of such Class (except that any prepayment made in connection with a reduction of the Commitments of such Class pursuant to Section 2.08 shall be applied pro rata based on the amount of the reduction in the Commitments of such Class of each applicable Lender); and (z) notwithstanding the provisions of the preceding clause (y), at the option of the Borrower, no prepayment made pursuant to Section 2.11(a) or Section 2.11(b) of Revolving Loans, Other Revolving Loans or Replacement Revolving Loans of any Class shall be applied to the Loans of any Defaulting Lender. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent, shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.16.

(h) The Borrower shall notify the Administrative Agent (and in the case of prepayment of a Swingline Loan, the Swingline Lender) 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 (other than a notice relating solely to Swingline Loans), 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 or Revolving Loan of a Defaulting Lender and shall be allocated ratably among the relevant non-Defaulting Lenders.

(i) Notwithstanding any other provisions of Section 2.11(c) or Section 2.11(d), (i) to the extent that any of or all the Net Proceeds of any Prepayment Event set forth in clause (a) of the definition thereof by a Foreign Subsidiary or an FSHCO giving rise to a prepayment pursuant to Section 2.11(c) (a "**Foreign Subsidiary/FSHCO Prepayment Event**") or Excess Cash Flow of a Foreign Subsidiary or FSHCO giving rise to a payment pursuant to Section 2.11(d) are prohibited by or would violate or conflict with any Requirement of Law from being repatriated or distributed to the Borrower or would conflict with the fiduciary duties of such Foreign Subsidiary or FSHCO's directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer, director, employee, manager, member or management or consultant of such Foreign Subsidiary or FSHCO, the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be offered to prepay Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary or FSHCO so long, but only so long, as the applicable Requirement of Law will not permit repatriation or distribution to the Borrower (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary or FSHCO to use commercially reasonable efforts to promptly take all actions required by the applicable Requirement of Law to permit such repatriation or distribution), and once such repatriation or distribution of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable Requirement of Law, such repatriation or distribution will be promptly effected and such repatriated or distributed Net Proceeds or Excess Cash Flow will be promptly (and in any event not later than three Business Days after such repatriation or distribution) offered to the prepayment of (net of additional taxes payable or reserved against as a result thereof) the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable, (ii) to the extent that and for so long as the Borrower has determined reasonably and in good faith that repatriation or distribution of any of or all the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow would have a material adverse tax consequence for the Borrower, any of its Subsidiaries, any Parent Entity or direct or indirect equityholder of the Borrower or such Parent Entity (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation or distribution), including any withholding tax, with respect to such Net Proceeds or Excess Cash Flow if such amount were repatriated or distributed as a dividend, the Net Proceeds or Excess Cash Flow so affected will not be required to be offered to the prepayment of Term Loans (or other Loans required to be prepaid) at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary or FSHCO; *provided* that when the Borrower determines reasonably and in good faith that repatriation or distribution of any of or all the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow would no longer have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation or distribution) with respect to such Net Proceeds or Excess Cash Flow if such amount were repatriated or distributed as a dividend, such Net Proceeds or Excess Cash Flow shall be promptly (and in any event not later than three Business Days after such repatriation or distribution) applied (net of additional taxes payable or reserved against as a result thereof) or offered to the prepayment of the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable and (iii) in connection with any prepayment attributable to any Joint Venture, to the extent that repatriation or distribution of any or all of the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow of a Foreign Subsidiary or FHSCO giving rise to a prepayment pursuant to Section 2.11(c) or Section

2.11(d) would violate any Organizational Document of any such Joint Venture (or any relevant

~~shareholders' or similar agreement) existing on the Effective Date or the date of Investment in such Joint Venture (so long as such restrictions in such Organizational Documents were not entered into for purposes of circumventing such Joint Venture's obligations to make any payment in respect of such Excess Cash Flow or a Foreign Subsidiary/FSHCO Prepayment Event), in each case if the amount subject to the relevant prepayment were upstreamed or transferred as a distribution or dividend the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be offered to the prepayment of the Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary or FSHCO so long, but only so long, as the applicable Organizational Documents will not permit repatriation or distribution to the Borrower, and once such repatriation or distribution of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable Organizational Documents, such repatriation or distribution will be promptly effected and such repatriated or distributed Net Proceeds or Excess Cash Flow will be promptly (and in any event not later than three Business Days after such repatriation or distribution) applied (net of additional taxes payable or reserved against as a result thereof) offered to the prepayment of the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable.~~

(i) [Reserved].

(j) From and after September 13, 2024 and until the Class A Revolving Facility Termination Date, if the aggregate amount of the Consolidated Cash Balance of the Borrower and its Subsidiaries, as of the close of business on the last Business Day of each fiscal quarter, exceeds $75,000,000 (or, following the consummation of a Securitization Transaction and the reduction in the then outstanding Class A Revolving Commitments pursuant to Section 2.11(k), $37,500,000) and any Class A Revolving Loans are then outstanding at such time, the Borrower shall promptly, and in any event within three (3) Business Days after such last Business Day of any such fiscal quarter, repay such outstanding Class A Revolving Loans in an aggregate amount equal to such excess (or such lesser amount sufficient to repay all such outstanding Class A Revolving Loans) (it being understood this Section 2.11(j) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).

(k) Following the Amendment No. 11 Effective Date and until the Class A Revolving Facility Termination Date, upon the consummation of a Securitization Transaction, the Borrower shall (i) deliver a notice to the Administrative Agent pursuant to Section 2.08(c) providing for a permanent reduction of 50% of the then outstanding Class A Revolving Commitments, which reduction shall be effective on the incurrence of such Securitization Transaction and (ii) if the aggregate Class A Revolving Exposure exceeds the aggregate Class A Revolving Commitments, prepay on or prior to the consummation of such Securitization Transaction, the Class A Revolving Loans and Swingline Loans in an aggregate amount necessary to eliminate such excess, which shall first be applied pro rata to the Class A Revolving Loans then-outstanding (it being understood this Section 2.11(k) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).~~-~~

(l) In the event of any Change in Control, the Borrower shall prepay all outstanding Term Loans and Revolving Loans and all Revolving Commitments shall automatically terminate. Prepayments

made pursuant to this Section 2.11(l) shall be applied in accordance with the applicable provisions of Section 2.11(f).

SECTION 2.12. Fees.

(a) The Borrower agrees to pay to the Administrative Agent in Dollars (i) for the account of each Class A Revolving Lender a commitment fee, which shall accrue at the rate of 0.50% per annum on the average daily unused amount of the Class A Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the ~~date on which the~~Class A Revolving Commitments ~~t~~Terminateion Date and (ii) for the account of each Class A-1 Revolving Lender a commitment fee, which shall accrue at the rate of 1.00% per annum on the average daily unused amount of the Class A-1 Revolving Commitment of such Lender during the period from and including the Class A Revolving Commitment Termination Date to but excluding the Class A-1 Revolving Commitment Termination Date. Accrued commitment fees shall be payable in arrears on the last Business Day of March, June, September and December of each year and on the date on which the applicable Revolving Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees, a Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Lender (and the Swingline Exposure of such Lender shall be disregarded for such purpose).

(b) The Borrower agrees to pay (i) to the Administrative Agent in Dollars for the account of each Class A Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to SOFR Revolving Loans on the daily balance of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Class A Revolving Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each Issuing Bank in Dollars a fronting fee, which shall accrue at 0.125% per annum or such other rate as may be separately agreed to by the relevant Issuing Bank and the Borrower on the average daily balance of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Class A Revolving Commitments and the date on which there ceases to be any LC Exposure, and (iii) such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

(c) Participation fees and fronting fees accrued through and including the last Business Day of March, June, September and December of each year shall be payable on the last Business Day of each such month, commencing on the first such date to occur after the Effective Date, provided that all such fees shall be payable on the date on which the Class A Revolving Commitments terminate and any such fees accruing after the date on which the Class A Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable in accordance with such Issuing Bank's applicable procedures relating thereto. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(d) 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.

(e) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Revolving Lenders entitled thereto. Except as may otherwise be separately agreed, fees paid hereunder shall not be refundable under any circumstances.

(f) 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, and any fees that would otherwise be payable to a Defaulting Lender under clause (~~b)~~(i) of Section 2.12(b) shall, to the extent the LC Exposure of such Defaulting Lender shall have been reallocated pursuant to Section 2.22(a)(iv), be paid to the non-Defaulting Lenders in respect of the amounts of such LC Exposure for which they shall be liable from time to time.

~~(g) The Borrower agrees to pay to the Administrative Agent, on behalf of each Lender holding any Term Loans (other than the 2021 Incremental Term Loans or the 2021-2 Incremental Term Loans) and/or Revolving Commitments as of the Amendment No. 8 Effective Date that delivered an executed signature page to the Amendment No. 8, and released such signature page, on or prior to 5:00 p.m. (New York time) on August 19, 2022, a non-refundable consent fee in an amount equal to 0.25% multiplied by the sum of the aggregate principal amount of such Term Loans and/or Revolving Commitments, in either case as of the Amendment No. 8 Effective Date, which consent fee shall be earned in full on the Amendment No. 8 Effective Date and payable in full (i) with respect to such Term Loans, on the earlier of (x) the date of prepayment or repayment in full of such Term Loans, (y) the date of acceleration of such Term Loans pursuant to Section 7.01 and (z) the Initial Term Loan Maturity Date and (ii) with respect to the Revolving Commitments of any Class, on the earlier of (w) the date of prepayment or repayment in full of the Revolving Loans of such Class and termination of the Revolving Commitments of such Class, (x) the date of the voluntary termination of the Revolving Commitments of such Class pursuant to Section 2.08(b), (y) the date of acceleration of such Revolving Loans of such Class and termination of the Revolving Commitments of such Class pursuant to Section 7.01 and (z) the Revolving Maturity Date.~~

SECTION 2.13~~.~~ Interest~~.~~.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each SOFR Borrowing shall bear interest at ~~the~~ Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

~~(c) [Reserved].~~

(~~d~~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)~~, if any principal of or interest on any Loan or any premium, fee or other amount by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue~~

~~amount~~ 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 ~~overdue principal 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 ~~overdue~~ interest), 2.00% per annum plus the rate applicable to Class A-1 Revolving 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(~~d~~c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; provided, further, that~~,~~ no amounts shall accrue pursuant to this Section 2.13(~~d~~c) on any reimbursement obligation in respect of any LC Disbursement or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender (it being understood that interest on such amounts shall accrue at the non-default rates otherwise applicable thereto).

(~~e~~d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments, provided that (i) interest accrued pursuant to paragraph (~~d~~c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Class A Revolving Loan prior to the end of the Class A Revolving Availability Period or a prepayment of an ABR Class A-1 Revolving Loan prior to the end of the Class A-1 Revolving Availability Period), 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.

(~~f~~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.

(~~g~~f) In connection with the use or administration of Term SOFR, the Administrative Agent~~,~~ ~~with the consent of the Borrower (such consent not to be unreasonably withheld or delayed)~~, 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, ~~facsimile~~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 ~~Borrower~~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 ~~(subject to any applicable consultation rights of the Borrower)~~ 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 (~~1~~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 (~~2~~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~~, in consultation with the Borrower,~~ 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 (~~1~~I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (~~2~~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~~, in consultation with the Borrower,~~ 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 any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank any other condition, cost or expense (other than with respect to Taxes) affecting this Agreement or SOFR Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or any Issuing Bank 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 or Issuing Bank of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender or Issuing Bank, the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank, as the case may be, 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) ~~Other~~ Taxes ~~or (C) Excluded~~described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy and liquidity), then, from time to time upon request of such Lender or Issuing Bank contemplated by clause (c) below, the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction actually suffered.

(c) Any Lender or an Issuing Bank 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 Issuing Bank 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 or Issuing Bank 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 or Issuing Bank, as the case may be, 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 or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank'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 Revolving Loan or 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, Section 2.24(h) 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 ~~or Other 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 ~~and any Other 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 ~~or Other 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 or Other~~ 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)(~~ii~~)(~~B~~)(1), (~~ii~~)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:

(~~A~~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.

(~~B~~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:

(~~1~~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,

(~~2~~B) two executed copies of IRS Form W-8ECI (or any successor forms),

(~~3~~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,

(~~4~~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

(~~5~~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.

(~~C~~)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 (~~C~~3), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(~~D~~4) The Administrative Agent shall deliver to the Borrower, on or prior to the ~~Closing~~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 ~~or Other 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 ~~2.16(d)~~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 ~~or Other 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, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

(h) For purposes of this Section 2.17 and the indemnity set forth in Article ~~8~~VIII, the term "Lender" shall include any Issuing Bank and the Swingline Lender and "applicable Requirements of Law" shall include FATCA.

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 of LC Disbursement of 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 payments to be made directly to any Issuing Bank or the Swingline Lender shall be made as expressly provided herein and 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 LC Disbursement (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, unreimbursed LC Disbursements, 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 and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Except as otherwise set forth in this Agreement or any other Loan Document, 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 or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans or participations in LC Disbursements or Swingline 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 or participations in LC Disbursements or Swingline 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 or participations in LC Disbursements or Swingline 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 (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, Commitments or participations in LC Disbursements or Swingline Loans to any assignee or participant, including any payment made or deemed made in connection with an Incremental Refinancing Facility or Sections 2.22 or 9.02 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, including under Section 2.24. 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 2.04(c), Section 2.05(e) or Section 2.05(f), 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 its participation in any Letter of Credit affected by such event, 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 (and if a Revolving Commitment is being assigned and delegated, each Issuing Bank and the Swingline Lender), 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 and unreimbursed participations in LC Disbursements and Swingline 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. Incremental Loans and Commitments.

(a) The Borrower may at any time or from time to time (on one or more occasions) (in each case, other than any time during ~~the~~a Suspension Period), with notice to the Administrative Agent, pursuant to an Incremental Facility Amendment (i) add one or more additional Classes of term loans or additional term loans of the same Class of any existing Class of term loans or increases of any existing Class of term loans (the "Incremental Term Loans"), (ii) increase the amount of the Revolving Commitments of any Class (each such increase, an "Incremental Revolving Commitment Increase") or (iii) only as described in clause (ii) of the proviso to the succeeding sentence and constituting an Incremental Refinancing Facility, add one or more additional Classes of revolving credit commitments (the "Replacement Revolving Commitments" and, together with any Incremental Term Loans and Incremental Revolving Commitment Increases, the "Incremental Facilities" and the commitments in respect thereof, the "Incremental Commitments"); provided that, subject to Section 1.08, at the time of the incurrence of any such Incremental Facility, (~~A~~1) no Event of Default shall have occurred and be continuing or would result therefrom and (~~B~~2) (x) the representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects; 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 or (y) in the case of any Permitted Acquisition or similar Investment, the Specified Representations shall be true and correct in all material respects (unless such representations relate to an earlier date, in which case, such representations shall have been true and correct in all materials respect as of such earlier date); provided that, if any Specified Representation is qualified by or subject to a "material adverse effect~~,~~", "material adverse change" or similar term or qualification shall be true and correct in all respects. Notwithstanding anything to contrary herein, the aggregate principal amount of the Incremental Facilities that can be incurred at any time shall not exceed the Incremental Cap at such time; provided that (~~I~~i) Incremental Term Loans may be incurred without regard to the Incremental Cap, without regard to whether an Event of Default has occurred and is continuing and, without regard to the minimums set forth in the immediately succeeding sentence, to the extent that the Net Proceeds from such Incremental Term Loans on the date of incurrence of such Incremental Term Loans (or substantially concurrently therewith) are used to either (x) prepay Term Loans and related amounts in accordance with the procedures set forth in Section 2.11(~~d)(ii)(B)(2~~e) or Section 2.11(f) as

applicable, or (y) permanently reduce the Revolving Commitments, Other Revolving Commitments or

Replacement Revolving Commitments and (~~2~~ii) Replacement Revolving Commitments may be provided without regard to the Incremental ~~Limit~~Cap, without regard to whether a Default or an Event of Default has occurred and is continuing and without regard to the minimums set forth in the immediately succeeding sentence, to the extent that the existing Revolving Commitments, Other Revolving Commitments or other Replacement Revolving Commitments shall be permanently reduced by an amount equal to the aggregate amount of Replacement Revolving Commitments so provided (and any such Replacement Revolving Commitments shall be deemed to have been incurred pursuant to this proviso) (any Incremental Facility incurred for the purposes set forth in this proviso, an "Incremental Refinancing Facility"; the term loans under such Incremental Refinancing Facility, "Incremental Refinancing Term Loans"); provided, further, that no Incremental Refinancing Facility or Incremental Refinancing Term Loans may be incurred to refinance or replace the Class A Revolving Credit Commitments or Class A Revolving Loans. Each Incremental Facility (other than as set forth in the preceding proviso) shall be in a minimum principal amount of $10,000,000 and integral multiples of $1,000,000 in excess thereof (unless the Borrower and the Administrative Agent otherwise agree); provided that such amount may be less than $10,000,000 if such amount represents all the remaining availability under the aggregate principal amount of Incremental Facilities set forth above.

(b) (i) Any Incremental Facility shall rank equal in right of payment and security with the Initial Term Loans~~, the 2020 Incremental Term Loans, the 2021 Incremental Term Loans, the 2021-2 Incremental Term Loans~~ or Revolving Loans, as applicable, shall be secured only by all or a portion of the Collateral securing the Secured Obligations and shall not be incurred or guaranteed by any other Person which is not a Loan Party, (ii) ~~except with respect to any Incremental Facility constituting a customary bridge facility, so long as the Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (iii) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges and Incremental Facilities subject to Customary Escrow Provisions,~~ the Incremental Term Loans shall not mature earlier than the applicable Latest Maturity Date, (iii) ~~except with respect to any Incremental Facility constituting a customary bridge facility, so long as the Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges and Incremental Facilities subject to Customary Escrow Provisions,~~ the Incremental Term Loans shall not have a shorter Weighted Average Life to Maturity than the Initial Term Loans, ~~the 2020 Incremental Term Loans, the 2021 Incremental Term Loans or the 2021-2 Incremental Term Loans, as applicable,~~ (iv) the Incremental Facilities shall have a maturity date (subject to clause (~~b~~)(ii)), an amortization schedule (subject to clause (~~b~~)(iii)), interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, AHYDO Catch-Up Payments, funding discounts, original issue discounts, currency types and denominations and prepayment terms and premiums as determined by the Borrower and the lenders of such applicable Incremental Facilities; provided that, in the case of any Incremental Term Loans that are not Incremental Refinancing Term Loans ~~incurred after the Amendment No. 1 Effective Date~~, in the event that the Effective Yield for such Incremental Term Loans is greater than the Effective Yield for the Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ by more than 0.50 % per annum, then the Applicable Rate for such Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ shall be increased to the extent necessary so that the Effective Yield for such Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans,~~

~~as applicable,~~ shall be equal to the Effective Yield with respect to such Incremental Term Loans minus 0.50% per annum (this proviso, the "MFN Adjustment"); (v) any mandatory prepayment (other than any scheduled amortization payment) of Incremental Term Loans shall be offered to be made on a pro rata basis with the Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ except that the Borrower and the lenders providing the relevant Incremental Term Loans shall be permitted, in their sole discretion, to elect to prepay or receive, as applicable, any such prepayment on a less than pro rata basis (but not on a greater than pro rata basis) and (vi) the Incremental Term Loans may otherwise have terms and conditions different from those of the Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable~~ (including currency denomination; provided such currency is reasonably acceptable to the Administrative Agent); provided further that if such terms and conditions are not substantially consistent with the terms of the then-existing Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ except with respect to matters contemplated by clauses (i) – (v) above, such terms shall be (A) not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to ~~such~~the then-existing Term Loans when taken as a whole (it being understood that, to the extent that any covenant or other provision is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such covenant or other provision is either (~~1~~i) also added for the benefit of all Credit Facilities hereunder not constituting Incremental Term Loans or (~~2~~ii) only applicable to periods after the Latest Maturity Date at the time of such incurrence) or (B) reasonably satisfactory to the Administrative Agent.

(c) Any Incremental Revolving Commitment Increase shall be treated the same as the Class of Revolving Commitments being increased (including with respect to maturity date thereof) and shall be considered to be part of the Class of Revolving Credit Facility being increased (it being understood that, if required to consummate an Incremental Revolving Commitment Increase, the pricing, interest rate margins, rate floors and undrawn commitment fees on the Class of Revolving Commitments being increased may be increased for all applicable existing Revolving Lenders and additional upfront or similar fees may be payable to the lenders providing the Incremental Revolving Commitment Increase (without any requirement to pay such fees to any existing Revolving Lenders)).

(d) The Replacement Revolving Commitments may only be incurred as an Incremental Refinancing Facility and (i) shall not mature earlier than the then-existing Latest Maturity Date and shall require no amortization or mandatory commitment reduction prior to the then-existing Latest Maturity Date, (ii) shall have interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, undrawn commitment fees, funding discounts, original issue discounts, currency types and denominations, prepayment terms and premiums and commitment reduction and termination terms as determined by the Borrower and the lenders of such commitments, (iii) shall contain borrowing, repayment and termination of Commitment procedures as determined by the Borrower and the lenders of such commitments, (iv) may include provisions relating to letters of credit, as applicable, issued thereunder, which issuances shall be on terms substantially similar (except for the overall size of such sub-facilities, the fees payable in connection therewith and the identity of the letter of credit issuer, as applicable, which shall be determined by the Borrower, the lenders of such commitments and the applicable letter of credit issuers and borrowing, repayment and termination of commitment procedures with respect thereto, in each case which shall be specified in the applicable Incremental Facility Amendment) to the terms relating to the Letters of Credit with respect to the applicable Class of Revolving Commitments or otherwise reasonably acceptable to the Administrative Agent and (v) may otherwise have terms and conditions different from those of the Revolving Credit Facility (including currency denomination); provided that except with respect to matters contemplated by clause (c) above

and clauses (i)-(iv) of this clause (d), if any differences are not substantially consistent with the terms of

the Revolving Credit Facility, such terms shall be not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to the then-existing Revolving Credit Facility, as applicable, when taken as a whole (it being understood that, to the extent that any covenant or other provision is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such covenant or other provision is either (~~A~~i) also added for the benefit of all Credit Facilities hereunder not constituting Replacement Revolving Commitments, or (~~B~~ii) only applicable to periods after the Latest Maturity Date at the time of such incurrence) or reasonably satisfactory to the Administrative Agent.

(e) [Reserved].

(f) Commitments in respect of Incremental Term Loans, Incremental Revolving Commitment Increases and Replacement Revolving Commitments shall become Commitments (or in the case of an Incremental Revolving Commitment Increase to be provided by an existing Lender with a Revolving Commitment, an increase in such Lender's applicable Revolving Commitment) under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Lender or Additional Lender, if any, agreeing to provide such Commitment (it being agreed that any Person other than a Lender agreeing to provide such Commitment shall meet the requirements set forth in the definition of "Additional Lender"), and the Administrative Agent. Incremental Term Loans and loans under Incremental Revolving Commitment Increases and Replacement Revolving Commitments shall be a "Loan" for all purposes of this Agreement and the other Loan Documents. The Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.20 (including, without limitation, to (i) in connection with an Incremental Revolving ~~Credit~~ Commitment Increase, to reallocate Revolving Exposure on a pro rata basis among the relevant Revolving ~~Credit~~ Lenders, (ii) in connection with Classes of Incremental Term Loans, to extend the "prepayment premium" period for the benefit of any existing Class of Term Loans to the extent that such Class of Incremental Term Loans shall have the benefit of such longer or higher "prepayment premium" period, (iii) increase the Effective Yield of the applicable Class of Term Loans or amend the amortization applicable thereto or otherwise make changes to the extent necessary in order to ensure that any applicable Class of Incremental Term Loans are "fungible" with such existing Class of Term Loans; provided that any such amendment to the amortization applicable to any existing Class of Term Loans shall not result in the decrease of any amortization payment any Lender of such Class of Term Loans would have received prior to giving effect to such amendment, (iv) add or extend "soft call" or add or extend any other "call protection~~;~~", in either case, for the benefit of any existing Class of Term Loans) and (v) in connection with any incurrence of any Incremental Facility denominated in a currency other than Dollars, to add interest rate definitions and other currency provisions that are customarily included in agreements contemplating Borrowings or the execution of credit documents in any such currency. The effectiveness of any Incremental Facility Amendment and the occurrence of any credit event (including the making (but not the conversion or continuation) of a Loan and the issuance, increase in the amount, or extension of a Letter of Credit thereunder) pursuant to such Incremental Facility Amendment shall be subject to the satisfaction of such conditions as the parties thereto shall agree (subject to the foregoing provisions of this Section 2.20). The Loan Parties will use the proceeds of the Incremental Term Loans, Incremental Revolving Commitment Increases and Replacement Revolving Commitments for working capital and other general corporate purposes, including the financing of acquisitions permitted hereunder and other Investments, permitted Restricted Payments and any other purpose not prohibited by this Agreement.

(g) ~~The opportunity to commit to provide all or a portion of an Incremental Facility shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Incremental Facilities within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Incremental Facilities on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders). Subject to the immediately preceding sentence, Incremental~~Incremental Facilities may be provided by (x) any existing Lender (in its sole discretion), or (y) any Additional Lender, subject to the consent of (i) the Administrative Agent (not to be unreasonably withheld or delayed) if such consent would be required under Section 9.04 for assignments or participations of Term Loans, Revolving Loans or Commitments, as applicable, to the relevant Person and (ii) in the case of any Replacement Revolving Commitments or Incremental Revolving Commitment Increases, each Issuing Bank and the Swingline Lender~~.~~; provided that the Borrower agrees that it shall not (1) incur any Incremental Term Loans without first providing the Initial Term Lenders (on a pro rata basis based on their respective percentages of the then outstanding principal amount of the Initial Term Loans) the opportunity to provide such Incremental Term Loans on substantially the same terms and conditions (including with respect to pricing) prior to offering the opportunity of providing such Incremental Term Loans to any other Person on such terms and conditions or (2) incur any Incremental Revolving Commitment Increases or Replacement Revolving Commitments without first providing the Class A-1 Revolving Lenders (on a pro rata basis based on their respective percentages of the aggregate Revolving Exposure of the Class A-1 Revolving Lenders) the opportunity to provide such Incremental Revolving Commitment Increases or Replacement Revolving Commitments on substantially the same terms and conditions (including with respect to pricing) prior to offering the opportunity of providing such Incremental Revolving Commitment Increases or Replacement Revolving Commitments to any other Person on such terms and conditions.

(h) Each Lender or Additional Lender providing a portion of any Incremental Facility shall execute and deliver to the Administrative Agent and the Borrower all such documentation (including the relevant Incremental Facility Amendment) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Facility. On the effective date of such Incremental Facility, each Additional Lender shall become a Lender for all purposes in connection with this Agreement.

(i) The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Amendment and/or any amendment to any other Loan Document as may be necessary in order to establish new Classes or sub-Classes in respect of Loans or Commitments pursuant to this Section 2.20 and such technical amendments (including, without limitation, as set forth in clause (f) above) as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Classes or sub-Classes, in each case on terms consistent with this Section 2.20.

(j) Notwithstanding anything to the contrary, this Section 2.20 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

SECTION 2.21~~.~~ [Reserved]~~.~~.

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 the last sentence of Section 2.11(f)(i), the last sentence of Section 2.11(f)(ii) and the last sentence of Section 2.11(g), 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 ~~7~~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, in the case of a Revolving Lender, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to each Issuing Bank and the Swingline Lender hereunder; 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, in the case of a Revolving Lender, if so determined by the Administrative Agent, Holdings and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; fifth, to the payment of any amounts owing to the Lenders, the Issuing Banks or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, such Issuing Bank or the Swingline 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 or LC Disbursements 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, or LC Disbursements owed to, as applicable, 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). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to Section 2.05(j) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive or accrue any commitment fee pursuant to Section 2.12(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit fees as provided in Section 2.12(f).

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Swingline Loans and Letters of Credit pursuant to Section 2.04 and Section 2.05, the "Applicable

Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Revolving Commitment of that Defaulting Lender; provided that the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swingline Loans shall not at any time exceed the positive difference, if any, of (~~A~~1) the Revolving Commitment of that non-Defaulting Lender minus (~~B~~)2) the aggregate Revolving Exposure of that Lender. If the reallocation provided for in the preceding sentence cannot, or can only partially, be effected, the Borrower shall (~~1~~A) first, prepay the portion of such Defaulting Lender's Swingline Exposure that has not been reallocated and (~~2~~B) second, cash collateralize for the benefit of the Issuing Banks the portion of such Defaulting Lender's LC Exposure that has not been reallocated in accordance with the procedures set forth in Section 2.05(j) for so long as such unreallocated LC Exposure is outstanding.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Swingline Lender and each Issuing Bank 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 and funded and unfunded participations in Letters of Credit and Swingline Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.22(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to 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.

SECTION 2.24~~.~~ Loan Modification Offers~~.~~.

(a) The Borrower may at any time and from time to time request that all or a portion of each

Term Loan of any Class (an "Existing Term Loan Class") be converted or exchanged to extend the scheduled final maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so extended, "Extended Term Loans") and to provide for other terms consistent with this Section 2.24. Prior to entering into any Loan Modification Agreement with respect to any Extended Term Loans, the Borrower shall provide written notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term Loan Class, with such request offered equally to all such Lenders of such Existing Term Loan Class) (a "Term Loan Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which terms shall be similar to the Term Loans of the Existing Term Loan Class from which they are to be extended except that (w) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of all or a portion of any principal amount of such Extended Term Loans may be delayed to later dates than the scheduled amortization of principal of the Term Loans of such Existing Term Loan Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.10 or in the Loan Modification Agreement or the Incremental Facility Amendment, as the case may be, with respect to the Existing Term Loan Class of Term Loans from which such Extended Term Loans were extended, in each case as more particularly set forth in Section 2.24(c) below), (x)(A) the interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, funding discounts, AHYDO Catch-Up Payments, original issue discounts, currency types and denominations and prepayment terms and premiums with respect to the Extended Term Loans may be different than those for the Term Loans of such Existing Term Loan Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Term Loans in addition to any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Loan Modification Agreement, (y) subject to the provisions set forth in Section 2.11, the Extended Term Loans may have optional prepayment terms (including call protection and prepayment terms and premiums) and mandatory prepayment terms as may be agreed between Holdings, the Borrower and the Lenders thereof and (z) the Loan Modification Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class converted into Extended Term Loans pursuant to any Term Loan Extension Request. Any Extended Term Loans of any Extension Series shall constitute a separate Class of Term Loans from the Existing Term Loan Class of Term Loans from which they were extended.

(b) The Borrower may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class (other than Class A Revolving Commitments), the Extended Revolving Commitments of any Class (other than Class A Revolving Commitments) and/or any Replacement Revolving Commitments (and, in each case, including any previously extended Revolving ~~Credit~~ Commitments and/or Replacement Revolving Commitments), existing at the time of such request (each, an "Existing Revolving Commitment" and any related revolving credit loans under any such facility, "Existing Revolving Loans"; each Existing Revolving Commitment and related Existing Revolving Loans together being referred to as an "Existing Revolving Class") be converted or exchanged to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Revolving Loans related to such Existing Revolving Commitments (any such Existing Revolving Commitments which have been so extended, "Extended Revolving Commitments" and any related revolving credit loans, "Extended Revolving Loans") and to provide for other terms consistent with this Section 2.24. Prior to entering into any Loan Modification Agreement with respect to any Extended Revolving Commitments, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Commitments, with such request offered equally to all Lenders of such Class) (a "Revolving Credit Extension Request") setting forth the proposed terms

of the Extended Revolving Commitments to be established thereunder, which terms shall be similar to those applicable to the Existing Revolving Commitments from which they are to be extended (the "Specified Existing Revolving Commitment Class") except that (w) all or any of the final maturity dates of such Extended Revolving Commitments may be delayed to later dates than the final maturity dates of the Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~ Commitment Class, (x)(A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, AHYDO Catch-Up Payments, original issue discounts, currency types and denominations and prepayment terms and premiums with respect to the Extended Revolving Commitments may be different than those for the Existing Revolving Commitments of the Specified Existing Revolving Commitment Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Revolving Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A) and (y)(1) the undrawn revolving credit commitment fee rate with respect to the Extended Revolving Commitments may be different than those for the Specified Existing Revolving Commitment Class and (2) the Loan Modification Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date; provided that, notwithstanding anything to the contrary in this Section 2.24 or otherwise, (I) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of the Extended Revolving Loans under any Extended Revolving Commitments shall be made on a pro rata basis with any borrowings and repayments of the Existing Revolving Loans of the Specified Existing Revolving Commitment Class (the mechanics for which may be implemented through the applicable Loan Modification Agreement and may include technical changes related to the borrowing and repayment procedures of the Specified Existing Revolving Commitment Class), (II) assignments and participations of Extended Revolving Commitments and Extended Revolving Loans shall be governed by the assignment and participation provisions set forth in Section 9.04 and (III) subject to the applicable limitations set forth in Section 2.08, permanent repayments of Extended Revolving Loans (and corresponding permanent reduction in the related Extended Revolving Commitments) shall be permitted as may be agreed between Holdings and the Borrower and the Lenders thereof. No Lender shall have any obligation to agree to have any of its Revolving Loans or Revolving Commitments of any Existing Revolving Class converted or exchanged into Extended Revolving Loans or Extended Revolving Commitments pursuant to any Loan Modification Offer. Any Extended Revolving Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~Commitment Class and from any other Existing Revolving Commitments (together with any other Extended Revolving Commitments so established on such date).

(c) The Borrower shall provide the applicable Loan Modification Offer to the Administrative Agent at least five Business Days (or such shorter period as the Administrative Agent may determine in its reasonable discretion) prior to the date on which Lenders under the Existing Class are requested to respond, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably, to accomplish the purpose of this Section 2.24. Holdings and the Borrower may, at its election, specify as a condition to consummating any Loan Modification Agreement that a minimum amount (to be determined and specified in the relevant Loan Modification Offer in Holdings' and the Borrower's sole discretion and as may be waived by the Borrower) of Term Loans and/or Revolving Commitments (as applicable) of any or all applicable Classes be tendered. Any Lender (an "Extending Lender") wishing to have all or a portion of its Term Loans, Revolving Commitments or Replacement Revolving ~~Credit~~ Commitments (or any earlier Extended Revolving Commitments) of an Existing Class subject to such Loan Modification Offer converted or exchanged into Extended Loans/Commitments shall notify the Administrative Agent (an "Extension Election") on or prior to the date specified in such Loan Modification Offer of the amount of its Term Loans, Revolving Commitments and/or Replacement Revolving Commitments (and/or any earlier Extended Revolving Commitments) which it has elected to convert or exchange into Extended

Loans/Commitments (subject to any minimum denomination requirements imposed by the

Administrative Agent). In the event that the aggregate amount of Term Loans, Revolving Commitments and Replacement Revolving Commitments (and any earlier-extended Extended Revolving Commitments) subject to Extension Elections exceeds the amount of Extended Loans/Commitments requested pursuant to the ~~Extension Request~~Loan Modification Offer, Term Loans, Revolving Commitments, Replacement Revolving Commitments or earlier-extended Extended Revolving Commitments, as applicable, subject to Extension Elections shall be converted to or exchanged to Extended Loans/Commitments on a pro rata basis (subject to such rounding requirements as may be established by the Administrative Agent) based on the amount of Term Loans, Revolving Commitments, Replacement Revolving Commitments and earlier-extended Extended Revolving Commitments included in each such Extension Election or as may be otherwise agreed to in the applicable Loan Modification Agreement. Notwithstanding the conversion of any Existing Revolving ~~Credit~~ Commitment into an Extended Revolving Commitment, unless expressly agreed by the holders of each affected Existing Revolving ~~Credit~~ Commitment of the Specified Existing Revolving ~~Credit~~ Commitment Class, such Extended Revolving Commitment shall not be treated more favorably than all Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~ Commitment Class for purposes of the obligations of a Revolving Lender in respect of Swingline Loans under Section 2.04 and Letters of Credit under Section 2.05, except that the applicable Loan Modification Agreement may provide that the last day for issuing Letters of Credit may be extended and the related obligations to issue Letters of Credit may be continued (pursuant to mechanics to be specified in the applicable Loan Modification Agreement) so long as the applicable Issuing Bank has consented to such extensions (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(d) Extended Loans/Commitments shall be established pursuant to ~~an amendment (a "~~Loan Modification Agreement~~") to this Agreement~~ (which, except to the extent expressly contemplated by the penultimate sentence of this Section 2.24(d) and notwithstanding anything to the contrary set forth in Section 9.02, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Loans/Commitments established thereby) executed by the Loan Parties, the Administrative Agent and the Extending Lenders. In addition to any terms and changes required or permitted by Section 2.24(a), each Loan Modification Agreement in respect of Extended Term Loans shall amend the scheduled amortization payments pursuant to Section 2.10 or the applicable Incremental Facility Amendment or Loan Modification Agreement with respect to the Existing Class of Term Loans from which the Extended Term Loans were exchanged to reduce each scheduled installment scheduled to be repaid on any date for the Existing Class in the same proportion as the amount of Term Loans of the Existing Class is to be reduced pursuant to such Loan Modification Agreement (it being understood that the amount of any installment payable with respect to any individual Term Loan of such Existing Class that is not an Extended Term Loan shall not be reduced as a result thereof). In connection with any Loan Modification Agreement, the Borrower shall deliver an opinion of counsel reasonably acceptable to the Administrative Agent and addressed to the Administrative Agent and the applicable Extending Lenders (i) as to the enforceability of such Loan Modification Agreement, this Agreement as amended thereby, and such of the other Loan Documents (if any) as may be amended thereby (in the case of such other Loan Documents as contemplated by the immediately preceding sentence) and covering customary matters and (ii) to the effect that such Loan Modification Agreement, including the Extended Loans/Commitments provided for therein, does not breach or result in a default under the provisions of Section 9.02 of this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, (~~i~~A) on any date on which any Existing Term Loan Class or Class of Existing Revolving Commitments is converted or exchanged to extend the related scheduled maturity date(s) in accordance with paragraph (a) above (an "Extension Date"), (~~A~~I) in the case of the existing Term Loans of each Extending Lender, the aggregate

principal amount of such existing Term Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term Loans so converted or exchanged by such Lender on such date, and the Extended Term Loans shall be established as a separate Class of Term Loans (together with any other Extended Term Loans so established on such date) and (~~B~~II) in the case of the Existing Revolving ~~Credit~~ Commitments of each Extending Lender under any Specified Existing Revolving ~~Credit~~ Commitment Class, the aggregate principal amount of such Existing Revolving Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Revolving Commitments so converted or exchanged by such Lender on such date (or by any greater amount as may be agreed by the Borrower and such Lender), and such Extended Revolving Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Revolving ~~Credit~~Commitment Class and from any other Existing Revolving Commitments (together with any other Extended Revolving Commitments so established on such date) and (~~ii~~B) if, on any Extension Date, any Existing Revolving Loans of any Extending Lender are outstanding under the Specified Existing Revolving ~~Credit~~Commitment Class, such Existing Revolving Loans (and any related participations) shall be deemed to be converted or exchanged to Extended Revolving Loans (and related participations) of the applicable Class in the same proportion as such Extending Lender's Specified Existing Revolving Commitments to Extended Revolving Commitments of such Class.

(f) In the event that the Administrative Agent determines in its sole discretion that the allocation of Extended Term Loans of a given Extension Series or the Extended Revolving Commitments of a given Extension Series, in each case to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Loan Modification Agreement, then the Administrative Agent, Holdings, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, enter into an amendment to this Agreement and the other Loan Documents (each, a "Corrective Loan Modification Agreement") within 15 days following the effective date of such Loan Modification Agreement, as the case may be, which Corrective Loan Modification Agreement shall (i) provide for the conversion or exchange and extension of Term Loans under the Existing Term Loan Class or Existing Revolving Commitments (and related Revolving Exposure), as the case may be, in such amount as is required to cause such Lender to hold Extended Term Loans or Extended Revolving Commitments (and related revolving credit exposure) of the applicable Extension Series into which such other Term Loans or Commitments were initially converted or exchanged, as the case may be, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Loan Modification Agreement, in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, Holdings, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of a Loan Modification Agreement described in Section 2.24(d)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in the penultimate sentence of Section 2.24(c).

(g) No conversion or exchange of Loans or Commitments pursuant to any Loan Modification Agreement in accordance with this Section 2.24 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(h) If, in connection with any proposed Loan Modification Offer, any Lender declines to consent to such Loan Modification Offer on the terms and by the deadline set forth in such Loan Modification Offer (each such Lender, a "Non-Accepting Lender") then the Borrower may, on notice to the Administrative Agent and the Non-Accepting Lender, replace such Non-Accepting Lender by causing such Lender to (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 of its interests, rights and

obligations under this Agreement in respect of the Loans and Commitments of the applicable Class to one or more Eligible Assignees (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that (~~i~~A) any assignment pursuant to the terms of this Section 2.24(h) may be effected pursuant to an Assignment and Assumption executed by Holdings, the Borrower, the Administrative Agent and the assignee, and the Non-Accepting Lender need not be party thereto, and (~~ii~~B) neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender; provided further that (~~A~~a) the applicable assignee shall have agreed to provide Loans and/or Commitments on the terms set forth in the applicable Loan Modification Agreement, (~~B~~b) such Non-Accepting Lender shall have received payment of an amount equal to the outstanding principal of the Loans of the applicable Existing Class assigned by it pursuant to this Section 2.24(h), accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees), (~~C~~c) 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) and (~~D~~d) such Non-Accepting Lender shall be entitled to any prepayment premiums or penalties from the Borrower to the extent a premium or penalty would be due in respect of a prepayment of Term Loans pursuant to Section 2.11.

(i) Notwithstanding anything to the contrary, this Section 2.24 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

ARTICLE ~~3~~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 Restricted Subsidiaries) represents and warrants to the Lenders that:

SECTION 3.01~~.~~ Organization; Powers. Each of Holdings, the Borrower and each Restricted 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)~~Section 3.01~~), 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Financials 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 lack of accruals for taxes and the absence of footnotes, and (ii) fairly present in all material respects the consolidated financial position of the TPargent (or its predecessor, if applicable) 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 or the lack of accruals for taxes and the absence of footnotes.

(b) The Pro Forma Financial Statements have been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects the estimated financial position of the Borrower and its Subsidiaries as if the Transactions had occurred as of the relevant date (in the case of any pro forma consolidated balance sheet) or at the beginning of such period (in the case of any pro forma statement of income or operations).

(eb) Since the Effective Date, there has been no Material Adverse Effect.

SECTION 3.05. Properties.

(a) The Borrower and each Restricted 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, (i) 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 Restricted 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 Restricted 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 Restricted 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, (~~i~~a) there are no strikes or other labor disputes against Holdings, the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing and (~~ii~~b) none of the Borrower or the Restricted 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.

~~Section 3.07. *Compliance with Laws.*~~ (a) Each of Holdings, the Borrower and each Restricted Subsidiary is in compliance with all Requirements of Law (including Heath 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 Restricted 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 Restricted 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 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary, as applicable: (i) is in compliance with HIPAA; (ii) without limiting the generality of the foregoing, (A) has designed a

security official responsible or 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 Restricted 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 Restricted 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 Sponsor, 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 ~~(after giving effect to all supplements so furnished from time to time)~~; 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 Restricted 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 ~~Closing~~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 Restricted 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 Restricted 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 Restricted Subsidiary is pending or, to the knowledge of the Borrower, threatened in writing against the Borrower or any Restricted 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 ~~Borrower and its Subsidiaries~~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, ~~the terms of the proviso to clause (f) of Section 4.01 and~~ 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 and/or the Subsidiaries will not 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, and 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 and/or the Restricted Subsidiaries will not use the proceeds of the Loans (i) for any payments, gifts, or the provision of anything of value to any governmental official, or 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 and/or the Restricted 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 Restricted 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, the FCPA 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 or 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; or (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.

ARTICLE 4IV

CONDITIONS

SECTION 4.01 ____[Reserved].

Section 4.01. *Effective Date*. The obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from (i) a Responsible Officer of each of Holdings and the Borrower, (ii) each of the Administrative Agent and the Collateral Agent, (iii) each Lender, (iv) the Swingline Lender and (v) each Issuing Bank, either (x) a counterpart of this Agreement signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic transmission of a signed counterpart of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent, the Collateral Agent and the Lenders and dated the Effective Date) of Simpson Thacher & Bartlett LLP, as special New York counsel for the Loan Parties.

(c) The Administrative Agent shall have received a certificate of the Borrower, dated the Effective Date and substantially in the form of Exhibit J, confirming compliance with the condition set forth in Section 4.01(o)(ii).

(d) The Administrative Agent shall have received a certificate of each Loan Party, dated the Effective Date, including or attaching a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(e) All fees required to be paid on the Effective Date, including pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the Effective Date pursuant to the Commitment Letter, and with respect to expenses, to the extent invoiced at least three Business Days (as defined in the Merger Agreement) prior to the Effective Date (except as otherwise reasonably agreed by the Borrower), shall, upon the initial Borrowings under the Credit Facilities hereunder, have been, or will be substantially simultaneously, paid (which amounts may be offset against the proceeds of the Credit Facilities hereunder).

(f) The Collateral and Guarantee Requirement shall have been satisfied; *provided* that,

notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, to the extent any security interest in any Collateral is not or cannot be provided and/or perfected on the Effective Date (other than the pledge and perfection of the security interests (i) in the certificated Equity Interests, if any, of the Borrower and any wholly owned Domestic Subsidiary of Holdings that is a Restricted Subsidiary and that is not an Immaterial Subsidiary (to the extent required by the Collateral and Guarantee Requirement); *provided* that, in the case of subsidiaries of the Target, to the extent the Borrower has used commercially reasonable efforts to procure the delivery thereof prior to the Effective Date, certificated Equity Interests of the subsidiaries of the Target will only be required to be delivered on the Effective Date pursuant to the terms set forth herein if such certificates are actually received from the Seller or the Target and (ii) in other assets pursuant to which a security interest may be perfected by the filing of a financing statement under the UCC but, for the avoidance of doubt, including the items described in clause (e) of the definition of the term "Collateral and Guarantee Requirement") after the Borrower's use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition to the initial Borrowing under the Credit Facilities to occur on the Effective Date and the Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required to provide and/or perfect such security interests, with respect to any other Collateral (other than certificated Equity Interests of the Target or any wholly owned material U.S. restricted subsidiary of the Target not delivered on the Effective Date, on or prior to the date that is five Business Days after the Effective Date, and with respect to any other such Collateral, on or prior to the date that is 90 days after the Effective Date or, in each case, such longer period of time as may be mutually agreed by the Collateral Agent and the Borrower, each acting reasonably.

(g) Subject to the proviso in paragraph (f) above, each document (including any UCC (or similar) financing statement) required by any Security Document or under applicable Requirements of Law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral required to be delivered pursuant to such Security Document, shall be in proper form for filing, registration or recordation.

(h) The Effective Date Refinancing shall have been consummated, or shall be consummated substantially simultaneously with the initial Borrowing under any of the Credit Facilities.

(i) The Administrative Agent shall have received (i) the Audited Financial Statements, (ii) the Unaudited Financials, and (iii) the Pro Forma Financial Statements.

(j) The Administrative Agent shall have received a certificate from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Borrower certifying that the Borrower and its Subsidiaries, on a consolidated basis after giving effect to the Transactions are Solvent.

(k) The Administrative Agent and the Joint Bookrunners shall have received, at least three Business Days prior to the Effective Date, all documentation and other information about

~~the Borrower and the Guarantors that shall have been reasonably requested by the Administrative Agent or the Joint Bookrunners in writing at least 10 Business Days prior to the Effective Date and that the Administrative Agent and the Joint Bookrunners reasonably determine is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA Patriot Act, including, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower.~~

~~(l) The Equity Contribution shall have been made, or substantially simultaneously with the initial Borrowing under any of the Credit Facilities hereunder, shall be made, in at least the amount set forth in the definition thereof.~~

~~(m) Between the Signing Date and the Effective Date, no Company Material Adverse Effect (as defined in the Merger Agreement as in effect on the Signing Date) shall have occurred.~~

~~(n) The Acquisition shall have been consummated, or substantially simultaneously with, the Borrowing under any of the Credit Facilities hereunder, shall be consummated, in all material respects in accordance with the terms of the Merger Agreement, after giving effect to any modifications, amendments, supplements, consents, waivers or requests, other than those modifications, amendments, supplements, consents, waivers or requests (including the effects of any such requests) that are materially adverse to the interests of the Lenders or the Joint Lead Arrangers (including their affiliates with Commitments hereunder).~~

~~(o) The (i) Specified Merger Agreement Representations shall be true and correct but only to the extent that Parent (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its (or its affiliates') obligations under the Merger Agreement or decline to consummate the Acquisition (in each case in accordance with the terms thereof) as a result of a breach of such representation in the Merger Agreement and (ii) the Specified Representations shall be true and correct in all material respects on the Effective Date (unless such representations relate to an earlier date, in which case, such representations shall have been true and correct in all materials respect as of such earlier date); *provided* that, if any Specified Representation is qualified by or subject to a "material adverse effect," "material adverse change" or similar term or qualification, the definition thereof shall be the definition of Company Material Adverse Effect (as defined in the Merger Agreement) for purposes of the making or deemed making of such Specified Representation on, or as of, the Effective Date (or any date prior thereto).~~

~~(p) The Administrative Agent shall have received a Borrowing Request.~~

SECTION 4.02~~.~~ Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of each Issuing Bank to issue, amend (other than an amendment in respect of a then outstanding Letter of Credit that does not increase the face amount thereof), renew or extend any Letter of Credit is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions; provided that, the following conditions shall not apply to (i) ~~extensions of credit on the Effective Date (including any Letter of Credit being issued (or deemed issued) on the Effective Date), (ii) any~~any Borrowings under any Incremental Facility, the

conditions of which are set forth in Section 2.20 and (ii~~i~~) any extensions of credit or Borrowings under

Section 2.24:

(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 or the date of issuance, amendment, renewal or extension of such Letter of Credit, as the case may be; 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 or the issuance, amendment, renewal or extension of such Letter of Credit, as the case may be, no Default or Event of Default shall have occurred and be continuing.

(c) The Administrative Agent or, if applicable, the Swingline Lender, shall have received a Borrowing Request in accordance with the requirements hereof or the Loan Parties shall have complied with the requirements of Section 2.05(b), as applicable.

(d) With respect to any Borrowing of Revolving Loans made after the Amendment No. 11 Effective Date until the Class A Revolving Facility Termination Date, immediately after giving effect to such Borrowing (including the application of proceeds thereof), the Consolidated Cash Balance does not exceed $75,000,000 (or, following the consummation of a Securitization Transaction and the reduction in the then outstanding Class A Revolving Commitments pursuant to Section 2.11(k), $37,500,000) (it being understood this Section 4.02(d) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).

Each Borrowing (provided that a conversion or a continuation of a Borrowing shall not constitute a "Borrowing" for purposes of this Section) and each issuance, amendment, renewal or extension of a Letter of Credit 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 ~~5~~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, ~~2019~~2024, as soon as available, but in any event within ~~120~~90 days after the end of each fiscal year of the Borrower ~~(or, in the case of the fiscal year ending December 31, 2019, 150 days)~~, 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 ~~(other than the fiscal year ended~~

~~December 31, 2019 (with respect to which for the avoidance of doubt, no comparative consolidated figures or reconciliation will be required))~~ 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, (~~i~~1) solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under ~~the documentation governing any Indebtedness, (ii) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiaries~~this Agreement or (~~iii~~2) any prospective breach of the Financial Maintenance Covenant), 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) commencing with the fiscal quarter ended September 30, ~~2019~~2024, as soon as available, but in any event within 45 days after the end of ~~each~~the first three fiscal quarters of each fiscal year of the Borrower ~~(or, in the case of the fiscal quarters ending September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020, 60 days)~~, the unaudited consolidated balance sheet of the Borrower as at the end of such fiscal quarter 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 quarter and for the elapsed portion of the fiscal year ended with the last day of such fiscal quarter, and the related unaudited consolidated statement of cash flow for the portion of the fiscal year ended with the last day of such fiscal quarter, and setting forth in each case ~~(other than for the quarterly periods ending September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020 (with respect to which for the avoidance of doubt, no comparative consolidated figures or reconciliation will be required))~~ 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 the Borrower and its consolidated Subsidiaries as of the end of and for such fiscal quarter (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;

(c) commencing with the fiscal month ended October 31, 2024, as soon as available, but in any event within 30 days (or, in the case of each fiscal month ending on December 31, 60 days) after the end of each fiscal month of each fiscal year of Parent (other than for any fiscal month ending March, June or September, 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 the following key performance indicators: Sales Agent Roster, Average Utilization, Opportunities Delivered, Average Conversion Rate, Cost Per Opportunity Delivered and PlanFit Saves Completed;

(~~c~~d) for any period in which a Subsidiary has been designated as an Unrestricted Subsidiary, simultaneously with the delivery of the financial statements referred to in clauses (a) ~~and~~ , (b) and (c) above for such period, supplemental financial information necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements;

(~~d~~e) ~~not later than five Business Days after~~concurrently with any delivery of financial statements under clause (a) ~~or (b) above (excluding, in the case of clause~~ , (b) or (c) above~~, with respect to the fourth fiscal quarter of any year)~~, 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) in the case of financial statements delivered under clause (a) or (b) above, setting forth reasonably detailed calculations demonstrating compliance with Section 6.13 for such Test Period, (iii) ~~setting forth reasonably detailed calculations~~ in the case of financial statements delivered under clause (a) above, beginning with the financial statements for the fiscal year of the Borrower ending December 31, ~~2020,~~ 2024, setting forth reasonably detailed calculations of Excess Cash Flow for such fiscal year or period within such fiscal year and (iv) ~~in the case of financial statements delivered under clause (a)~~ ~~above,~~ 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);

(~~e~~f) not later than five Business Days after any delivery of financial statements under clause (a) or (b) above ~~(other than under clause (b) above, in respect of the fourth fiscal quarter of any year)~~, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter or such fiscal year;

(~~f~~g) not later than ~~120~~60 days after the commencement of each fiscal year of the Borrower ~~(or, in the case of the first fiscal year following the Effective Date, 150 days) occurring prior to an IPO~~, 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;

(~~g~~h) promptly after the same become publicly available, copies of any annual, quarterly and other regular, material periodic and special reports (including on Form 10-K, 10-Q or 8-K) and registration statements which Holdings, the Borrower or any Restricted Subsidiary files with the SEC or any analogous Governmental Authority in any relevant jurisdiction (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent for further delivery to the Lenders), exhibits to any registration statement and, if applicable, any registration statements on Form S-8 and other than any filing filed confidentiality with the SEC or any analogous Governmental Authority in any relevant jurisdiction);

~~(h) on a bi-weekly basis, commencing on November 9, 2022 and then on every other Wednesday thereafter, a 13-week cash flow forecast for the period commencing with the calendar week immediately following the week in which such forecast is required to be delivered, together with a comparison of actual performance of the Borrower and its Restricted Subsidiaries for the two week period most recently completed prior to the date on which such forecast is required to be delivered compared to projected performance of the Borrower and its Restricted Subsidiaries for such two week period (such forecasts and comparisons shall include such detail as may be requested and acceptable to the Required Lenders); and~~

(i) promptly, and in any event within five days after delivery thereof to the Board of Directors of the Borrower or any Parent Entity, copies of any decks presented to such Board of Directors (but excluding any materials provided to any committee thereof) relating to the business and financial performance of the Borrower; provided that the Borrower shall not be required to deliver or disclose any materials if the Borrower determines in its reasonable judgment (which such determination shall be conclusive) that such delivery or disclosure (x) would violate bona fide confidentiality obligations, (y) contains information of a privileged nature (including information subject to attorney-client privilege) or (z) would otherwise violate applicable Law;

(j) as soon as available, and in any event within five Business Days after the end of each fiscal month of the Parent and its Subsidiaries, (A) a calculation of the Liquidity of the Borrower and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Administrative Agent and (B) if the Liquidity of the Borrower and its Restricted Subsidiaries was less than $50,000,000 at any time during such month, then commencing not later than the fifth Business day of the following month and for each month thereafter until the Liquidity of the Borrower and its Restricted Subsidiaries is greater than $50,000,000 for each day in the prior month, a 13-week cash flow forecast of the Parent and its Subsidiaries in form and substance satisfactory to the Administrative Agent; provided that the Liquidity calculations and 13-week cash flow forecast pursuant to this clause (j) shall not be required after the Class A Revolving Facility Termination Date;

(k) within 15 days after any request by the Administrative Agent following the date of any Tax Distribution, a schedule setting forth reasonable detail on how such Tax Distribution was computed; and

(~~i~~l) 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 Restricted 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 Restricted 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, commencing with the fiscal quarter ending December 31, 2024, 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 (1) solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under ~~the documentation governing any Indebtedness, (2) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiaries or (3)~~ this Agreement or (2) any prospective breach of the Financial Maintenance Covenant).

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 ~~telecopier or~~ 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 ~~and/or the Joint Bookrunners~~ 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~~, the Joint Bookrunners~~ 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 ~~and the Joint Bookrunners~~ 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 ~~5~~V, and for the avoidance of doubt, anything disclosed, examined inspected or otherwise made available pursuant to this Article ~~5~~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; ~~and~~

(b) (~~i~~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 Restricted Subsidiaries or (~~ii~~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 ~~60~~10 days or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (~~a~~i) in any Loan Party's legal name (as set forth in its certificate of organization or like document), (~~b~~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 (~~c~~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 Restricted 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 Restricted 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 Restricted 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 (~~a~~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 (~~b~~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; Lender Call.

(a) The Borrower will, and will cause each Restricted 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 Restricted Subsidiaries, as the case may be. The Borrower will, and will cause each Restricted 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 Restricted 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.

(b) At the request of the Administrative Agent and ~~not more than~~at least once per calendar ~~year~~quarter, upon reasonable prior notice and in any event not earlier than after delivery of the narrative discussion under Section 5.01(~~e~~f) for the prior ~~year~~quarter (beginning with the narrative discussion delivered with respect to the ~~2019~~December 31, 2024 fiscal ~~year~~quarter), the Borrower shall host a conference call for the Lenders to discuss the performance of the Borrower and its Restricted Subsidiaries during the fiscal ~~year~~quarter most recently ended.

SECTION 5.09~~.~~ Compliance with Laws. The Borrower will, and will cause each Restricted 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 and Letters of Credit~~Section 5.10. *Use of Proceeds and Letters of Credit*~~. The proceeds of the Initial Term Loans~~, together with the Equity Contribution and cash on hand at Target and its Subsidiaries,~~ on the Effective Date to pay the Effective Date Refinancing~~, a portion of the Merger Consideration~~ and the Transaction Costs. On and after the Effective Date, the proceeds of the Revolving Loans and Swingline Loans shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses ~~(in each case, including in connection with the Merger)~~, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents); provided that ~~any borrowing of Revolving Loans on the Effective Date shall only be used for, and not exceed the amounts permitted by, the Permitted Initial Revolving Credit~~

~~Borrowing Purposes~~, to the extent that any Class A Revolving Loans remain outstanding on the

Revolving Maturity Date applicable to the Class A Revolving Loans, the Borrower shall use the proceeds of the initial Borrowing of Class A-1 Revolving Loans to repay such Class A Revolving Loans. Letters of Credit may be issued (x) on the Effective Date in the ordinary course of business and to backstop, replace or otherwise provide credit support for any letters of credit outstanding immediately prior to the Effective Date ~~under the Existing Credit Facility,~~ and (y) after the Effective Date and until the date that is the third Business Day prior to the Class A Revolving Facility Termination Date, for general corporate purposes of the Borrower and its Subsidiaries, and any other purpose not prohibited by the terms of the Loan Documents. The proceeds of (i) any Incremental Term Loans shall be used for working capital and/or general corporate purposes, Permitted Acquisitions and other Investments, Restricted Payments or such other purpose or purposes set forth in the applicable Incremental Facility Amendment and (ii) any Replacement Revolving Loans shall be used for working capital and/or general corporate purposes or such other purpose or purposes set forth in the applicable Incremental Facility Amendment. The proceeds of any Other Term Loans and Other Revolving Loans shall be used for the purposes set forth in Section 2.24 and the proceeds of any Credit Agreement Refinancing Indebtedness and Incremental Refinancing ~~Indebtedness~~Facilities shall be applied among the Loans and any Incremental Facilities in accordance with the terms of this Agreement. The ~~proceeds of the 2020 Incremental Term Loans made pursuant to Amendment No. 1 shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents). The proceeds of the 2021 Incremental Term Loans made pursuant to Amendment No. 5 shall be used on Amendment No. 5 Effective Date to refinance in full all of the Initial Term Loans outstanding hereunder as of Amendment No. 5 Effective Date (immediately prior to giving effect to Amendment No. 5) and to pay fees and expenses related thereto. The proceeds of the 2021-2 Incremental Term Loans made pursuant to Amendment No. 6 shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents). 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 ~~or~~, 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 ~~the FCPA~~Anti-Corruption Laws.

SECTION 5.11~~.~~ Additional Subsidiaries. If any additional Restricted 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 ~~60~~30 days (or such longer period as the Administrative Agent shall reasonably agree) after such newly formed or acquired Restricted 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 ~~60~~30 days after such formation or acquisition (or such longer period as the Administrative Agent shall reasonably agree); provided that any designation of an Unrestricted Subsidiary as a Restricted Subsidiary or any Restricted Subsidiary ceasing to be an Excluded Subsidiary shall constitute the formation or acquisition of a Restricted 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 Restricted 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 90 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 commodities account is opened or is held by the Borrower or any other Loan Party (including through any Permitted Acquisition 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, ~~use commercially reasonable efforts 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~~.~~ ~~[Reserved]~~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 Restricted 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 Restricted 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 Restricted 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. ~~(a)~~ . 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 ~~reasonably~~ agrees to in writing, ~~including to reasonably accommodate circumstances unforeseen on the Effective Date~~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 ~~that would have been required to be delivered or taken on the Effective Date but for the proviso to Section 4.01(f), in each case except to the extent otherwise agreed by the Administrative Agent pursuant to its authority as set forth in the definition of "Collateral and Guarantee Requirement."~~.

~~(b) Within 90 days after the Effective Date (or such longer period as the Administrative Agent may agree in its sole discretion), the Borrower shall perform or cause to be performed the actions referred to in paragraphs (e) and (f) of the definition of "Collateral and Guarantee Requirement."~~

SECTION 5.15. Designation of Subsidiaries. The Borrower may at any time after the Effective Date (other than any time during the Term Suspension Period), designate (or subsequently re-designate) any Restricted Subsidiary as an Unrestricted Subsidiary (other than any Subsidiary that owns, directly or indirectly, any Equity Interests of, or holds a Lien on, any Loan Party or any Restricted Subsidiary that is not being designated as an Unrestricted Subsidiary) or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that immediately before and after giving effect to such designation on a pro forma basis, (ai) no Event of Default shall have occurred and be continuing or would result therefrom and (bii) the Total Net Cash Leverage Ratio would not exceed 7.00:1.00; provided further that to the extent that any Restricted Subsidiary owns, or holds exclusive licenses or rights to, any intellectual property that is material to the business and operations of the Borrower and the Restricted Subsidiaries (taken as a whole), no such Restricted Subsidiary may be designated as an Unrestricted Subsidiary. No Loan Party or any of its Restricted Subsidiaries shall transfer the Contract Asset Balance or any ownership right, or exclusive license or right to, any intellectual property that is material to the business and operations of the Borrower and the Restricted Subsidiaries (taken as a whole) to any Unrestricted Subsidiary (it being understood this second sentence of Section 5.15 may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)). The designation of any Restricted Subsidiary as an Unrestricted Subsidiary after the Effective Date shall constitute an Investment by the Borrower (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the Fair Market Value of the Borrower's or the applicable Restricted Subsidiary's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (x) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time, (y) a Return on any Investment by the Borrower or its applicable Restricted Subsidiary in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of the Borrower's or its Subsidiary's Investment in such Subsidiary, and (z) the formation or acquisition of a Restricted Subsidiary for purposes of Section 5.11. Notwithstanding anything hereinin this Agreement to the contrary, no Unrestricted Subsidiaries shall exist or be designated on or after the Amendment No. 11 Effective Date.

ARTICLE 6VI

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 Restricted Subsidiary to, incur or permit to exist any Indebtedness, except:

(i) Indebtedness of the Borrower and the Restricted Subsidiaries under the Loan Documents (including any Indebtedness incurred pursuant to Section 2.20 or 2.24);

(ii) Indebtedness (A) outstanding on the Effective Date; provided that such Indebtedness with an outstanding principal amount in excess of $5,000,000 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 Restricted Subsidiaries in respect of

Indebtedness of the Borrower or any Restricted 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 ~~Guarantee of the~~ Loan Document Obligations on terms at least as favorable ~~(as reasonably determined by the Borrower)~~, taken as a whole, to the Lenders as those contained in the subordination of such Indebtedness and (B) any guarantee by the Borrower or any Loan Party of Indebtedness of a Restricted Subsidiary that is not a Loan Party is expressly permitted under Section 6.04;

(iv) Indebtedness of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary to the extent permitted by Section 6.04; provided that all such Indebtedness of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party shall be subordinated to the Loan Document Obligations pursuant to the Intercompany Note or otherwise on terms (A) at least as favorable to the Lenders as those set forth in the form of Intercompany Note or (B) otherwise reasonably satisfactory to the Administrative Agent;

(v) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness (including ~~Capital~~Financing Lease Obligations) of the Borrower or any Restricted 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, 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)(~~v~~A) shall not exceed ~~an amount equal to the greater of (x)~~ $10,000,000 ~~and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered on or prior to such date pursuant to Section 5.01(a) or (b))~~ and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (v) during ~~the~~a Suspension Period);

(vi) Indebtedness in respect of Swap Agreements Incurred in the ordinary course of business or consistent with past practice and, in each case, ~~at the time entered into,~~ not for speculative purposes;

(vii) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged, consolidated or amalgamated with or into the Borrower or any Restricted Subsidiary) 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 Restricted Subsidiary in connection with an Acquisition Transaction or similar Investment or an acquisition of assets by the Borrower or such Restricted Subsidiary 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 such Indebtedness shall not exceed the amount permitted by Section 6.01(a)(xxvi)(A)(~~2~~II) as if such Indebtedness was Acquisition Debt, except that the limitation in clause (~~4~~IV) of Section 6.01(a)(xxvi)(A)(II) shall not apply to Indebtedness assumed pursuant to this Section 6.01(a)(vii), and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (vii) during ~~the~~a Suspension Period);

(viii) ~~After the Suspension Period has ended, so long as no Event of Default has occurred and is continuing~~, ~~Indebtedness in respect of Permitted Receivables Financings; *provided* that, at the time of incurrence of such Indebtedness (and without giving effect to the incurrence of any such Indebtedness and the use of proceeds thereof), the disposition of the Permitted Receivables Financing Assets pursuant to such Permitted Receivables Financings is permitted by Section 6.05(g)(ii) (for the avoidance of doubt, no transaction shall be made in reliance on this clause (viii) during the Suspension Period);~~[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 Restricted 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 (~~xi~~A);

(xii) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred ~~(A)~~ 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 Restricted Subsidiary ~~and (B) in connection with the Transactions and any Permitted Acquisition or other Investment permitted hereunder~~;

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended, (A)~~is not then in

effect, Indebtedness of the Borrower or any Restricted 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 ~~the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) and (B) any Permitted Refinancing thereof~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xiv) during ~~the~~a Suspension Period);

(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 Restricted Subsidiaries, in each case in the ordinary course of business or consistent with past practice;

(xvi) Indebtedness incurred by the Borrower or any Restricted 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 Restricted 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) ~~After the Suspension Period has ended, Indebtedness (the Indebtedness incurred pursuant to this Section 6.01(a)(xix), the "**Ratio Indebtedness**") of the Borrower or any Restricted Subsidiary (for the avoidance of doubt, no amount shall be available under this clause (xix) during the Suspension Period); *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 outstanding in reliance on this clause (xix) shall not exceed the sum of (1) the Incremental Base Amount available at such time, plus (2) additional unlimited amounts so long as after giving effect to the incurrence of such Ratio Indebtedness and the use of proceeds thereof, calculated on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness) the Total Net Cash Leverage Ratio would not~~

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~~exceed 6.00:1.00; *provided* that (I) clauses (a), (b) and (c) of the Required Additional Debt Terms shall have been satisfied, (II) the aggregate principal amount of Ratio Indebtedness that is incurred by or secured by assets of Restricted Subsidiaries that are not Loan Parties, when combined with the aggregate principal amount of Acquisition Debt that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on clause (ii) of the proviso to clause (a)(xxvi)(A), shall not exceed, at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) as of such time, and (III) subject to Section 1.08, no Event of Default shall have occurred and be continuing or would result therefrom; and (A) any Permitted Refinancing thereof; *provided* that the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xix) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders).~~[Reserved];

(xx) ~~Indebtedness supported by a letter of credit issued in a principal amount not to exceed the face amount of such letter of credit~~[Reserved];

(xxi) Permitted Unsecured Refinancing Debt and any Permitted Refinancing thereof constituting Indebtedness of the Borrower or any other Loan Party;

(xxii) Permitted Equal Priority Refinancing Debt and Permitted Junior Priority Refinancing Debt, and any Permitted Refinancing thereof constituting Indebtedness of the Borrower or any other Loan Party;

(xxiii) If, and for so long as, a Suspension Period is not then in effect, (A) Indebtedness (the Indebtedness incurred pursuant to this Section 6.01(a)(xxiii), "Incremental Equivalent Debt") of the Borrower or any other Loan Party consisting of (x) secured, subordinated or unsecured bonds, notes or debentures (which bonds, notes or debentures, if secured, ~~may~~shall be secured solely by Liens on the Collateral having (or intended to have) a priority ranking junior to the Liens on the Collateral securing the Secured Obligations) or (y) secured or unsecured loans (or commitments to provide loans or other extensions of credit) (which loans or commitments, if secured, ~~may~~shall be secured solely by Liens on the Collateral having (or intended to have) a priority ranking junior to the Liens on the Collateral securing the Secured Obligations); provided that

(1) the aggregate principal amount of all such Indebtedness incurred pursuant to this clause shall not exceed at the time of incurrence thereof and after giving pro forma effect to such incurrence and the use of proceeds thereof, the Incremental Cap at such time,

(2) the Required Additional Debt Terms shall have been satisfied,

(3) subject to Section 1.08, ~~(A)~~ no Event of Default shall have occurred and be continuing or would result therefrom,

and (B) any Permitted Refinancing thereof~~,~~.

~~(4) the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xxiii) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders).~~

(xxiv) [Reserved];

(xxv) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness of any Restricted Subsidiary that is not a Loan Party; provided that at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, ~~the aggregate principal amount of Indebtedness incurred in reliance on this clause (a)(xxv)(A) then outstanding shall not exceed an amount equal to the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the~~ on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness), the Total Cash Leverage Ratio would not exceed 2.00:1.00 calculated on a pro forma basis after giving effect to all other transactions consummated in connection therewith; provided further that the aggregate principal amount of Indebtedness incurred in reliance on this Section 6.01(a)(xxv)(A) when combined with the aggregate principal amount of Acquisition Debt that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on Section 6.01(a)(xxvi)(IV) shall not exceed, at the time of incurrence thereof, and after giving pro forma effect thereto and the use of the proceeds thereof, $10,000,000 in the aggregate during the term of this Agreement and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxv) during ~~the~~a Suspension Period);

(xxvi) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness of the Borrower or any Restricted Subsidiary incurred to finance a Permitted Acquisition or similar Investment permitted by this Agreement (the Indebtedness incurred pursuant to this Section 6.01(a)(xxvi), "Acquisition Debt"); provided that

(~~1~~I) subject to Section 1.08, no Event of Default shall have occurred and be continuing or would result therefrom,

~~(2) at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of Acquisition~~

~~Debt incurred in reliance on this clause (xxvi) and then outstanding shall not exceed the sum of (A) the Incremental Base Amount available at such time (for the avoidance of doubt, no amount shall be available under this clause (A) during the Suspension Period), plus (B) additional unlimited amounts so long as~~II) after giving effect to the incurrence of such Acquisition Debt and the use of proceeds thereof, calculated on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness), the Total ~~Net~~ Cash Leverage Ratio would not exceed ~~6.00~~(x) 2.25:1.00 to the extent such Acquisition Debt is incurred or secured solely by the assets of Loan Parties and (y) 2.00:1.00 if such Acquisition Debt is incurred by or secured by the assets of Restricted Subsidiaries that are not Loan Parties, in each case, calculated on a pro forma basis after giving effect to all other transactions consummated in connection therewith;

(~~3~~III) [~~r~~Reserved],

(~~4~~IV) the aggregate principal amount of Acquisition Debt that is incurred by or secured by the assets of Restricted Subsidiaries that are not Loan Parties, when combined with the aggregate principal amount of ~~Ratio~~ Indebtedness that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on ~~clause (III) of the second proviso to clause~~ Section 6.01(a)(x~~i~~xv)(A), shall not exceed, at the time of incurrence thereof, and after giving pro forma effect thereto and the use of the proceeds thereof, ~~the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) as of such time, and~~10,000,000 in the aggregate during the term of this Agreement, and

(~~5~~V) the Required Additional Debt Terms shall have been satisfied,

and (B) any Permitted Refinancing thereof~~; *provided* that the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xxv) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders)~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxvi) during ~~the~~a Suspension Period);

(xxvii) commission advances from insurance carriers made in the ordinary course of business or consistent with past practice;

(xxviii) [~~r~~Reserved];

(xxix) [~~r~~Reserved];

(xxx) Settlement Indebtedness in the ordinary course of business and consistent with past practice; and

(xxxi) 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 (xxx) above.

(b) The Borrower will not, nor will it permit any of its Restricted Subsidiaries to, issue any Disqualified Equity Interests, except (x) Disqualified Equity Interests issued to and held by ~~Holdings,~~ the Borrower or any ~~Restricted Subsidiary~~Loan Party that is a direct or indirect ~~wholly owned~~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 Sections 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 all Indebtedness outstanding under the Loan Documents (including any Indebtedness outstanding under any Incremental Refinancing Facility) incurred to Refinance (in whole or in part) such Indebtedness will be deemed to have been incurred in reliance only on the exception set forth in Section 6.01(a)(i). 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.

Notwithstanding anything to the contrary herein (and notwithstanding any division, classification or reclassification permitted by the foregoing paragraph), no Indebtedness in respect of any receivables programs, securitizations, factoring facilities, any facilities or programs relating to Permitted Receivables ~~Facility Assets and~~ Financing Assets, any Permitted Receivables Financing, any Securitization Transaction or other similar facilities programs or arrangements may ~~only~~ be incurred ~~pursuant to Section 6.01(a)(viii) above and may not be incurred or permitted pursuant to any other clause in this Section 6.01~~during the term of this Agreement.

In addition, for the avoidance of doubt, except to the extent incurred under Section 6.01(a)(i) or Section 6.01(a)(xxii), any Indebtedness 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 Secured Obligations.

SECTION 6.02~~.~~ Liens. The Borrower will not, nor will it permit any Restricted 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, including Liens securing Incremental Facilities;

(ii) Permitted Encumbrances;

(iii) Liens existing on the Effective Date (provided that such Liens ~~securing Indebtedness or obligations in excess of $5,000,000~~ 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 theretofor 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 ~~Capital~~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 ~~Capital~~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 Restricted 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 Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted 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 Restricted Subsidiary that is not a Loan Party in favor of any Loan Party (other than Holdings), Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of a Restricted 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 Restricted 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 Restricted 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)(v) or (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 ~~Capital~~Financing Lease Obligations), subleases, licenses, cross licenses or sublicenses entered into by the Borrower or any Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary or (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted 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 Restricted 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 Restricted Subsidiary;

(xviii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xix) Liens on the Collateral securing (A) Permitted Equal Priority Refinancing Debt, (B) Permitted Junior Priority Refinancing Debt and (C) Incremental Equivalent Debt; provided that (x) if any such Indebtedness is secured by Liens on the Collateral that rank (or are intended to rank) on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations, such Indebtedness shall be subject to an Intercreditor Agreement of the type described in clause (a) of the definition thereof providing that such Liens on the Collateral shall rank on an equal priority basis with Liens on the Collateral securing the Secured Obligations; provided, that no such Indebtedness under this clause (x) shall include Permitted Junior Priority Refinancing Debt or Incremental Equivalent Debt and (y) if any such Indebtedness (which shall include any Permitted Junior Priority Refinancing Debt or any Incremental Equivalent Debt) is secured by the Liens on the Collateral that rank (or are intended to rank) on a junior basis to Liens on the Collateral securing the Secured Obligations, such Indebtedness shall be subject to an Intercreditor Agreement described in clause (b) of the definition thereof providing that the Liens on the Collateral shall rank on a junior basis to the Liens on the Collateral securing the Secured Obligations; the Administrative Agent and the Collateral Agent, with the consent of the Required Lenders (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or amendment and restatement) to the Security Documents or an Intercreditor Agreement to the extent necessary to effect the provisions contemplated by this Section 6.02(xix);

(xx) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, other Liens (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xx) during ~~the~~a Suspension Period); 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 ~~the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date of such incurrence based upon the financial~~

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~~statements most recently delivered (or required to have been delivered) on or prior to~~

~~such date pursuant to Section 5.01(a) or (b))~~; 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 an 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 a Intercreditor Agreement if such Liens are on Collateral consisting solely of ~~C~~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 (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or amendment and restatement) to the Security Documents or an 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) ~~so long as no Event of Default has occurred and is continuing, Liens on Permitted Receivables Financing Assets or Liens on other assets granted pursuant to Standard Securitization Undertakings, in each case, incurred in connection with Permitted Receivables Financings;~~[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) (~~A~~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, (~~B~~ii) customary rights of first refusal and tag, drag and similar rights in Joint Venture agreements and (~~C~~)iii) Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(xxv) ~~After the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Liens in respect of Sale Leasebacks permitted under Section 6.05(p), in each case on the assets or property sold and leased back in such Sale Leaseback (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxv) during ~~the~~a Suspension Period);

(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);

(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);

(xxx) ~~After the~~if, and for so long as, a Suspension Period is not then in effect, Liens securing ~~Ratio Indebtedness permitted under Section 6.01(a)(xix),~~ Incremental Equivalent Debt permitted under Section 6.01(a)(xxiii) and Acquisition Debt permitted under Section 6.01(a)(xxvi) (for the avoidance of doubt, no liens shall be incurred in reliance on this clause (xxx) during ~~the~~a Suspension Period); provided that the holders of the Indebtedness or other obligations secured thereby (or a representative or trustee on their behalf) shall enter into an 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; the Administrative Agent and the Collateral Agent, with the consent of the Required Lenders (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lender shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or amendment and restatement) to the Security Documents or an Intercreditor Agreement to the extent necessary to effect the provisions contemplated by this Section 6.02(xxx);

(xxxi) ~~after the Suspension Period has ended, Liens on Equity Interests of Unrestricted Subsidiaries (for the avoidance of doubt, no such Liens may be incurred during the Suspension Period)~~[reserved];

(xxxii) Liens on Cash Collateral granted in favor of any Lender and/or Issuing Bank 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); and

(xxxv) ~~Liens on cash or Cash Equivalents securing Indebtedness permitted under Section 6.01(a)(xx) in an aggregate outstanding face amount not exceeding $5,000,000 at any time~~[Reserved].

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 any Lien securing Indebtedness outstanding under the Loan Documents (including any Lien securing any Indebtedness incurred under an Incremental Refinancing Facility to Refinance (in whole or in part) such Indebtedness) will be deemed to have been incurred in reliance only on the exception set forth in Section 6.02(i).

SECTION 6.03. Fundamental Changes. (x) The Borrower will not, nor will it permit any Restricted 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 Restricted 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 Restricted Subsidiaries, taken as a whole, to or in favor of any Person (other than as part of the Transactions), except that:

(a) any Restricted 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 Restricted Subsidiaries of the Borrower; provided that when any Subsidiary Loan Party is merging, consolidating or amalgamating with any other Restricted Subsidiary ~~either (A)~~ the continuing or surviving Person shall be a Subsidiary Loan Party ~~or (B) if the continuing or surviving Person is not a Subsidiary Loan Party, the acquisition of such Subsidiary Loan Party by such surviving Restricted Subsidiary is permitted under Section 6.04;~~; 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 Restricted 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 Restricted Subsidiaries, taken as a whole, and is not materially disadvantageous to the Lenders and, if such Restricted Subsidiary is a Loan Party, the assets of such Restricted Subsidiary are distributed to the Borrower or any Subsidiary Loan Party;

(c) any Restricted Subsidiary may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party (other than Holdings), 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04;~~;

(d) ~~the Borrower may merge, amalgamate or consolidate with any other Person (including any Subsidiary, but excluding Initial Holdings unless there is a Successor Holdings); *provided* that either (i) the Borrower shall be the continuing or surviving Person or (ii) if the~~

Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (any such Person, the "**Successor Borrower**"), (A) the Successor Borrower shall be an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (B) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto and thereto in form and substance reasonably satisfactory to the Administrative Agent, (C) each Loan Party other than the Borrower, unless it is the other party to such merger, amalgamation or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of, and grant of any Liens as security for, the Secured Obligations shall apply to the Successor Borrower's obligations under this Agreement and (D) the Borrower shall have delivered to the Administrative Agent (for further distribution by the Administrative Agent to the Lenders) a certificate of a Responsible Officer and, if reasonably requested by the Administrative Agent, an opinion of counsel, each stating that such merger, amalgamation or consolidation complies with this Agreement; *provided further* that (x) if such merger, consolidation or amalgamation is with a Person that prior to such transaction is not a Loan Party or another Restricted Subsidiary, subject to Section 1.08, there is no continuing Event of Default that exists after giving effect to such merger, amalgamation or consolidation and (y) if the foregoing requirements are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement and the other Loan Documents; *provided further* that the Borrower agrees to provide any documentation and other information about the Successor Borrower as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act;[Reserved];

(e) The Borrower and its Subsidiaries may effect the formation, dissolution, liquidation or Disposition of any Subsidiary that is a Divided Delaware LLC, *provided* that upon formation of such Divided Delaware LLC, the Borrower has complied with Section 5.11, as applicable;

(e) [Reserved];

(f) any Restricted 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 Restricted Subsidiary, and and, if the original Restricted Subsidiary was a Loan Party, the surviving Person shall be a Loan Party, and, in either case, the surviving Restricted Subsidiary shall have complied with the requirements of Sections 5.11 and 5.12; and

(g) the Borrower and its Restricted Subsidiaries may consummate the Acquisition and the Merger, related transactions contemplated by the Merger Agreement (and documents related thereto) and the Transactions; and.

(h) [reserved]; and

(i) any Restricted Subsidiary may effect a merger, dissolution, liquidation consolidation or amalgamation to (i) effect a Disposition permitted pursuant to Section 6.05, (ii)

make an Investment permitted pursuant to Section 6.04 (other than clause (t) thereof) or (iii)

make a Restricted Payment permitted pursuant to Section 6.08 (other than clause (a)(ii) thereof).

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, nor will it permit any of its Restricted 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 Restricted 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 the greater of (x) $5,000,000 and (y) 7.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such incurrence based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or(b)); provided further that, during thea Suspension Period, at the time of incurrence thereof and after giving pro forma effect thereto, the aggregate principal amount of allno loans and, advances then outstanding andor other Investments shall be made in reliance on clause (i) or (iii), in the aggregate, shall not exceed $2,500,000;

(c) Investments (i) by the Borrower or any Restricted Subsidiary in any Loan Party (other than Holdings), (ii) by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is not a Loan Party and (iii) after theif, and for so long as, a Suspension Period has endedis not then in effect, by the Borrower or any Restricted Subsidiary that is a Loan Party in any Restricted Subsidiary that is not a Loan Party (A) in connection with any series of substantially concurrent transactions that result in the proceeds of the intercompany Investments ultimately being invested in (or distributed to) the Borrower or a Restricted Subsidiary that is a Loan Party, (B) in connection with reorganizations and related activities related to tax planning; *provided* that either (1) such reorganizations or related activities are contemplated as of the Effective Date or (2) after giving pro forma effect to any such reorganization and related activities, the value of the Collateral, taken as a whole, and the value of the guarantees, taken as a whole, are not materially impaired (it being understood that the contribution of Equity Interests of any Foreign Subsidiary or FSHCO to a newly created Foreign Subsidiary or FSHCO shall be permitted without restriction), and (C) in addition to Investments made pursuant to the foregoing clauses (A) and (B), Investments (valued at the Fair Market Value of such Investments at the time such Investment is made) in an aggregate amount, measured at the time such Investment is made and after giving pro forma effect to such Investment, equal to the sum of (I) the greater of (x)not to exceed $10,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment (measured as of the date such Investment based

~~upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), (II) the Available Equity Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no Investment shall be made in reliance on the Available Equity Amount during the Suspension Period) and (III) the Available Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~in the aggregate during the term of this Agreement; provided that, in the case of this clause (~~II~~iii), (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than or equal to ~~7.00~~2.00:1.00 (for the avoidance of doubt, no transaction shall be made in reliance on this clause (~~c~~)(iii) during ~~the~~a Suspension Period);

(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 ~~(i)~~ existing on the Effective Date and any modification, replacement, renewal, reinvestment or extension thereof ~~or (ii) contemplated on the Effective Date and any modification, replacement, renewal, reinvestment or extension thereof,~~; provided that ~~the amount of the original~~(x) Investments shall only be 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, *provided* that (x) Investments in an amount in excess of $2,500,000 shall only be permitted under clause (f)(ii)~~ 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) Permitted Acquisitions; provided that the aggregate amount of Acquisition Consideration for all Permitted Acquisitions made or provided by the Borrower or any Loan Party during a Suspension Period shall not exceed $0; provided further, that the aggregate amount of Acquisition Consideration relating to all such Permitted Acquisitions made or provided by the Borrower or any Loan Party to acquire any Restricted Subsidiary that does not become a Loan Party or merge, consolidate or amalgamate into the Borrower or a Loan Party or any assets that shall not, immediately after giving pro forma effect to such Permitted Acquisition, be owned by the Borrower or a Loan Party, shall not exceed (a) during ~~the~~a Suspension Period, $0 (for the avoidance of doubt, no such Permitted Acquisition shall be made in reliance on this clause 6.04(i) during ~~the~~a Suspension Period) and (b) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, an aggregate amount, measured at the time such Investment is made and after giving pro forma effect to such Investment, equal to ~~the sum of (i) the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most~~

~~recently ended on or prior to the date of such Investment or acquisition (measured as of the date~~

such Investment or acquisition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), (ii) the Available Equity Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no acquisition shall be made in reliance on the Available Equity Amount during the Suspension Period) and (iii) the Available Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period); *provided* that, in the case of; provided that, with respect to all Permitted Acquisitions made in reliance on this clause (iii), (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total Net Cash Leverage Ratio is less than or equal to 7.002.25:1.00;

(j) obligations with respect to Guarantees provided by Holdings, the Borrower or any Restricted 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 Restricted 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 (Aa) litigation, arbitration or other disputes or (Bb) 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 Restricted 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) After theIf, and for so long as, a Suspension Period has endedis not then in effect, additional Investments and other acquisitions (for the avoidance of doubt, no transaction shall be made in reliance on this clause (n) during theа Suspension Period); *provided* that at the time any such Investment or other acquisition is made and after giving pro forma effect thereto, the, in an

aggregate amount ~~of such~~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)~~, shall not exceed sum of (i) (A) the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment or acquisition (measured as of the date such Investment or acquisition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), *plus* (B) Investments in an aggregate amount not to exceed the portion, if any, of the Restricted Payment Amount, on the relevant date of determination that the Borrower elects to apply pursuant to this clause (B), *plus* (C) Investments in an aggregate outstanding amount not to exceed the portion, if any, of the Restricted Debt Payment Amount, on the relevant date of determination that the Borrower elects to apply pursuant to this clause (C), *plus* (ii) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~ not to exceed $20,000,000 in any fiscal year; provided that~~, in the case of this clause (ii),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than or equal to ~~7.00~~2.00:1.00~~, *plus* (iii) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment (for the avoidance of doubt, no Investment shall be made in reliance on the Available Equity Amount during the Suspension Period);~~;

(o) [~~r~~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 (excluding Cure Amounts) of Holdings ~~or the Borrower~~ (or any Parent Entity thereof)~~; *provided* that such amounts used pursuant to this clause (q) shall not increase the Available Equity Amount;~~

(r) (i) Investments of a Restricted Subsidiary acquired after the Effective Date or of a Person merged or consolidated with the Borrower or any Restricted Subsidiary in accordance with this Section and Section 6.03 after the Effective Date and (ii) Investments of an Unrestricted Subsidiary prior to the date on which such Unrestricted Subsidiary is designated a "Restricted Subsidiary~~;~~", 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 or such designation and were in existence on the date of such acquisition, merger, amalgamation or consolidation or such designation;

(s) [~~r~~Reserved];

(t) Investments consisting of Indebtedness, Liens, fundamental changes, Dispositions 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), 6.05 (other than clause (e) thereof) and 6.08, respectively;

(u) [rReserved];

(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 Restricted 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) so long as no Event of Default has occurred and is continuing, Investments in the form of debt or Equity Interests obtained in connection with the contribution, sale, or other transfer of Permitted Receivables Financing Assets made in connection with a Permitted Receivables Financing to the extent permitted by Section 6.05(g)(ii);[Reserved];

(y) Investments made in connection with the Transactions;

(z) after theif, and for so long as, a Suspension Period has endedis not then in effect, Investments (i) in Joint Ventures and Unrestricted Subsidiaries, or (ii) in any Restricted Subsidiary to enable such Restricted Subsidiary to make substantially concurrent Investments in Joint Ventures and Unrestricted Subsidiaries; 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 the sum of the greater of (x) $10,000,000 and (y) 20.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment (measured as of the date such Investment based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))$5,000,000 (for the avoidance of doubt, no Investment shall be made in reliance on this clause (z) during thea Suspension Period);

(aa) Investments in any Restricted Subsidiary or any Joint Venture in connection with intercompany cash management arrangement or related activities arising in the ordinary course of business;

(bb) 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;

(cc) After the Suspension Period has ended, Investments in Similar Business (for the avoidance of doubt, no transaction shall be made in reliance on this clause (cc) during the Suspension Period); *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 (cc) shall not exceed (x) the greater of (I) $10,000,000 and (II) 20.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment (measured as of the date such Investment based upon the financial statements most recently

~~delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b));~~[Reserved];

(dd) [~~r~~Reserved];

(ee) receivables owing to the Borrower or any Restricted Subsidiary, if created or acquired in the ordinary course of business or consistent with past practice;

(ff) Investments (~~i~~A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business or consistent with past practice and (~~ii~~B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(gg) Investments in the ordinary course of business in connection with Settlements; and

(hh) ~~any~~ Investments ~~made~~ in (i) GoHealth s.r.o., (ii) ETeleQuote (Private) Limited and (iii) ETelequote Nicaragua Sociedad Anonima, in an aggregate amount not exceeding ~~in any fiscal year the following amounts corresponding to such fiscal year: $5,000,000 during the 2019 fiscal year, $10,000,000 during the 2020 fiscal year, $10,000,000 during the 2021 fiscal year, $10,000,000 during the 2022 fiscal year, $15,000,000 during the 2023 fiscal year, $15,000,000 during the 2024 fiscal year and $10,000,000 during the 2025 fiscal year.~~ $15,000,000 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).

SECTION 6.05~~.~~ Asset Sales. The Borrower will not, nor will it permit any of its Restricted 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 Restricted Subsidiary to issue any additional Equity Interest in such Restricted 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 Restricted Subsidiary in compliance with Section 6.04(c) and (C) any non-wholly-owned ~~owned~~ Restricted Subsidiary issuing Equity Interests of such Subsidiary to each owner of Equity Interests of such Subsidiary ratably based on their relative ownership interests), in each case, having a Fair Market Value, in a single transaction or a 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 (each, a "Disposition"), 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 Restricted 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 Restricted 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) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of property to the Borrower or any Restricted Subsidiary (for the avoidance of doubt, no transaction shall be made in reliance on this clause (d) during ~~the~~a Suspension Period); 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted 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 Restricted 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) ~~(i)~~ 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 ~~and (ii) after the Suspension Period has ended, so long as no Event of Default has occurred and is continuing, Dispositions of Permitted Receivables Financing Assets pursuant to any Permitted Receivables Financing (for the avoidance of doubt, no transaction shall be made in reliance on this clause (g)(ii) during the Suspension Period); *provided* that (x) [reserved] and (y) at the time of any such Disposition of Permitted Receivables Financing Assets, the Borrower and the Restricted Subsidiaries shall be in compliance, after giving pro forma effect to such Disposition or the use of proceeds thereof, with a Contract Asset Balance Coverage Ratio (determined excluding from the Contract Asset Balance Coverage Ratio, the Permitted Receivables Financing Assets so Disposed) that is no less than 2.00:1.00 as of the last day of the Test Period most recently ended on or prior to such date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b));~~;

(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 Restricted 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) If, and for so long as, a Suspension Period is not then in effect, Dispositions of other assets or property (including the sale or issuance of Equity Interests in a Restricted 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), exceeding $20,000,000 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 the greater of (x) $1,000,000 and (y) 2.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Disposition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b), for any transaction or series of related transactions the Borrower or any Restricted 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 Restricted 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 Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, shall be deemed to be cash, (B) any securities received by the Borrower or such Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted 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 and (C) any Designated Non-Cash Consideration received by the Borrower or such Restricted Subsidiary in respect of such Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (j) that is at that time outstanding, not in excess (at the time of receipt of such Designated Non-Cash Consideration) of the greater of (x) $1,000,000 and (y) 2.5% of Consolidated Total Assets for the Test Period most recently ended on or prior to the date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (net of any Designated Non-Cash Consideration converted into cash or Cash Equivalents), with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash, ~~and~~ (iii) no Event of Default shall be continuing on the date of such Disposition (or if earlier, the date that the Borrower or its Restricted 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) (for the avoidance of doubt, no transaction shall be made in reliance on this clause (j) during a Suspension Period);

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of any assets (including Equity Interests) acquired in connection with any Permitted Acquisition or other Investment permitted hereunder, which assets are not core or principal to the business of the Borrower and the Restricted Subsidiaries and do not exceed 30% of the assets acquired pursuant to such Permitted Acquisition or other Investment (for the avoidance of doubt, no transaction shall be made in reliance on this clause (l) during ~~the~~a Suspension Period);

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of assets that do not constitute Collateral (including Dispositions or issuance of Equity Interests in, Indebtedness of, other securities issued by, Unrestricted Subsidiaries) for Fair Market Value not in excess of ~~the greater of (x)~~ $3,000,000 ~~and (y) 10.0% of Consolidated Total Assets for the Test Period most recently ended on or prior to the date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (n) during ~~the~~a Suspension Period);

(o) ~~Dispositions in connection with the Transactions~~[Reserved];

(p) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, any Disposition of real property as a Sale Leaseback; provided that (i) such Sale Leaseback is made for Fair Market Value, (ii) not less than 75.0% of the consideration for such Sale Leaseback shall be received by the Borrower or its Restricted Subsidiaries shall be in the form of cash or Cash Equivalents, and (iii) any Financing Lease Obligations or Liens arising in connection therewith are permitted by Section 6.01 and 6.02, as the case may be (for the avoidance of doubt, no transaction shall be made in reliance on this clause (p) during ~~the~~a Suspension Period);

(q) ~~any merger, consolidation, amalgamation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize (i) any Domestic Subsidiary in another jurisdiction in the U.S. and/or (ii) any Foreign Subsidiary in the U.S. or any other jurisdiction;~~[Reserved];

(r) [~~r~~Reserved];

(s) each Loan Party and each of its Restricted 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 Restricted Subsidiary that is a Divided Delaware LLC; provided that upon formation of such Divided Delaware LLC, ~~the Borrower has~~such Divided Delaware LLC shall be a Restricted Subsidiary and, if the original Restricted 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 ~~to the extent applicable~~and 5.12.

Notwithstanding anything herein to the contrary, in no event shall any Loan Party or any of its Restricted Subsidiaries contribute, sell, assign, transfer or otherwise dispose of any Permitted

Receivables ~~Facility~~Financing Assets, including in connection with any factoring transaction, any receivables transaction, ~~s~~Securitization ~~t~~Transaction, any facilities or programs or other similar transactions ~~relating to Permitted Receivables Facility Assets, other than pursuant to clause (g) above and any Permitted Receivables Facility Assets may not be disposed of and such disposal shall not otherwise be permitted pursuant to any other clause in this Section 6.05~~; provided that any bona fide Disposition of any Subsidiary, other minority investment, business unit or line of business by the Borrower or any Restricted Subsidiary to a third party (including to any Unrestricted Subsidiary ~~or Joint Venture~~) and not made to effectuate any Permitted Receivables Financing (or any other factoring transaction, receivables transaction, securitization transaction, facilities or program or other similar transaction) shall be permitted under and subject to the terms of any applicable exception to this Section 6.05 notwithstanding that any such Subsidiary, other minority investment, business unit or line of ~~B~~business may own Permitted Receivables Financing Assets.

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 Restricted Subsidiaries,

(c) repurchases of Indebtedness ~~to the extent permitted hereunder~~, the making of any loan to any officers or directors constituting an Investment ~~permitted under Section 6.04,~~ or the making of any Investment in the Borrower or any Restricted Subsidiary that is a Guarantor or~~, to the extent otherwise not prohibited under Section 6.04,~~ 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 Restricted Subsidiaries permitted under Section 6.01,

(f) any public offering of its common stock or any other issuance or registration of its Qualified Equity Interests for sale or resale (including, for the avoidance of doubt, the making of any

dividend or distribution on account of, or any redemption, retirement, sinking fund or similar payment,

purchase or other acquisition for value of, any shares of any class of Qualified Equity Interests), including the costs, fees and expenses related thereto,

(g) (~~i~~1) holding of any cash, Cash Equivalents and other assets received from, or Investments made by, the Borrower or any Restricted 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 (~~ii~~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) ~~performing of its obligations under the Merger Agreement and the other documents and agreement related thereto, Investments contemplated by the Transactions and transactions that are otherwise specifically permitted or expressly contemplated hereunder.~~[Reserved],

(k) [~~r~~Reserved],

(l) ~~activities reasonably incidental to the consummation of an IPO, including payment of Public Company Costs.~~[Reserved],

(m) [~~r~~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 ~~(i)~~ Holdings shall be the continuing or surviving Person ~~or (ii) if the Person formed by or surviving any such merger, amalgamation or consolidation is not Holdings or is a Person into which Holdings has been liquidated (any such Person, the "**Successor Holdings**"), (A) the Successor Holdings shall be an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (B) the Successor Holdings shall expressly assume all the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and thereto in form and substance reasonably satisfactory to the Administrative Agent, (C) each Loan Party other than Holdings, unless it is the other party to such merger, amalgamation or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of and grant of any Liens as security for the Secured Obligations shall apply to the Successor Holdings' obligations under this Agreement, (D) the Successor Holdings shall, immediately following such merger, amalgamation or consolidation, directly or indirectly own~~

all Subsidiaries owned by Holdings immediately prior to such transaction, (E) Holdings shall have delivered to the Administrative Agent a certificate of a Responsible Officer stating that such merger, amalgamation or consolidation complies with this Agreement and (F) Successor Holdings shall have no assets, liabilities, liens or operations other than those permitted by this Section 6.06; *provided further* that if the foregoing requirements are satisfied, the Successor Holdings will succeed to, and be substituted for, Holdings under this Agreement and the other Loan Documents; *provided further* that Holdings agrees to provide any documentation and other information about the Successor Holdings as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act..

SECTION 6.07. Negative Pledge; Subsidiary Distributions. The Borrower will not, and will not permit any Restricted 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 Restricted 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) so long as no Event of Default has occurred and is continuing, any documentation relating to any Permitted Receivables Financing, (iv) any documentation governing Incremental Equivalent Debt, (viv) any documentation governing Permitted Unsecured Refinancing Debt, Permitted Equal Priority Refinancing Debt or Permitted Junior Priority Refinancing Debt, (viv) 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)(xxv), 6.01(a)(xxvi), 6.01(a)(xxvii) and , 6.01(a)(xxviii), and 6.01(viia)(xxix), and (vi) any documentation governing any Permitted Refinancing incurred to refinance any such Indebtedness referenced in clauses (i) through (viv) 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 Restricted 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 Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to the Borrower or any Restricted Subsidiary;

(g) restrictions or conditions in any Indebtedness permitted pursuant to Section 6.01 that is incurred or assumed by Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary or the assets or property of another Restricted Subsidiary.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness..

(a) The Borrower will not, and will not permit any Restricted Subsidiary to, pay or make, directly or indirectly, any Restricted Payment, except:

(i) each Restricted Subsidiary may make Restricted Payments to the Borrower or any Restricted Subsidiary (and, in the case of any such Subsidiary that is not a wholly owned Subsidiary, to each other owner of Equity Interests of such Subsidiary ratably based on their relative ownership interests of the relevant class of Equity Interests);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, following a Suspension Period, Section 6.04 (other than Section 6.04(m), (n), (q), (t), (u) and (y))

(iii) so long as no Event of Default has occurred and is continuing, Restricted Payments made in connection with any Permitted Receivables Financing[Reserved];

(iv) Holdings and the Borrower may (or may pay Restricted Payments to permit any Parent Entity thereof or any Equityholding Vehicle to) redeem, repurchase, retire or otherwise acquire in whole or in part any Equity Interests of Holdings, the Borrower or any Restricted Subsidiary or any Equity Interests of any Parent Entity or Equityholding Vehicle, in exchange for another class of Equity Interests or rights to acquire its Equity Interests or with proceeds from equity contributions or sales or issuances (other than to Holdings, the Borrower or a Restricted Subsidiary) of new shares of such Equity Interests to the extent contributed to Holdings or the Borrower (in each case other than Disqualified Equity Interests, "**Refunding Equity Interests**") substantially concurrently with such contribution or sale or issuance; *provided* that (i) any terms and provisions material to the interests of the Lenders, when taken as a whole, contained in such Refunding Equity Interests are at least as advantageous to the Lenders as those contained in the Equity Interests redeemed thereby and (ii) Holdings, the Borrower, and any Restricted Subsidiary may pay Restricted Payments payable solely in the Equity Interests (other than Disqualified Equity Interests not otherwise permitted by Section 6.01) of such Person;[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 Restricted 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 (x) during ~~the~~a Suspension Period, $1,000,000 in any fiscal year (and any unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years), and (y) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $~~10,000,000~~2,000,000 in any fiscal year ~~(with unused amounts in any fiscal year being carried over for no more than two succeeding fiscal years),~~ 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 ~~properly treated as a flow-through entity~~a partnership or an entity disregarded as separate from its owner for U.S. federal, state or local income or franchise tax purposes, ~~to enable Holdings or such Parent Entity to make tax distributions to its direct or indirect equity owners to pay their respective tax liabilities (including estimated payments thereof) attributable to the income of the Borrower and its subsidiaries in any taxable period; *provided* that such tax liabilities shall be calculated for each taxable year by multiplying (1) the excess of each such equity owner's allocated share of taxable income over taxable losses of the Borrower for such taxable year (or if the Borrower is a disregarded entity, the excess of taxable income over taxable losses of the Borrower that would exist if such excess were calculated assuming that the Borrower is a partnership~~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 ~~income~~, state, or local franchise tax purposes~~), taking into account such losses only to the extent usable against such income, determined taking into account any step-up~~, 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 ~~a direct or indirect member~~the operations of the Borrower ~~under section 743(b) or 734(b) of the Code, reduced by any losses, deductions, credits and other attributes of the Borrower (or if the Borrower is a disregarded entity, such losses, deductions, credits or other attributes of the Borrower that would exist if the Borrower is a partnership~~and its Subsidiaries, as determined for U.S. federal or applicable state or local income tax purposes~~) arising from and after the Closing Date to the extent such amounts can be used to offset such taxable income and have not previously been taken into~~

~~account as an offset hereunder, by (2) the highest combined marginal U.S. federal, state and local tax rate then applicable to a natural person or corporation residing in New York City, New York or San Francisco, California (taking into account the application of the Medicare contribution tax, the character of the taxable income in question, and the alternative minimum tax rules, taking into account the character of income (long-term capital gain, qualified dividend income, etc.) and determined after giving effect to the maximum allowable deduction for state and local income taxes~~ 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) ~~for the relevant taxable period;~~ 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, 2020 which are available to offset taxable income of the Borrower or its owners (taking into account any limitations thereon) and have not been utilized to reduce taxable income 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; provided, further, that to the extent a portion of the net taxable income of the Borrower is attributable to an Unrestricted Subsidiary, the tax distributions with respect to such portion shall be allowed only to the extent actual cash is received by the Borrower or its Restricted Subsidiary from such Unrestricted Subsidiary;

(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), 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 Restricted Subsidiaries, (3) fees and expenses (x) due and payable by the Borrower or any

Restricted Subsidiary and (y) otherwise permitted to be paid by the Borrower and the

Restricted Subsidiaries under this Agreement; *provided* that, during ~~the~~a Suspension Period, the aggregate amount of such fees and payments under clauses (x) and (y) shall not exceed $1,000,000 in any fiscal year and (4) payments that would otherwise be permitted to be paid directly by the Borrower or the Restricted 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 Restricted 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 Restricted Subsidiary ~~(and in no event shall any such contribution increase the Available Equity Amount)~~ or (y) the Person formed or acquired to merge into or consolidate or amalgamate with the Borrower or any Restricted 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 Restricted Subsidiaries;

(G) ~~the proceeds of which shall be used by Holdings (or any other Parent Entity) to pay (i) fees and expenses related to any successful or unsuccessful equity issuance or offering or debt issuance, incurrence or offering, disposition or acquisition, Investment or other transaction permitted by this Agreement and (ii) after the consummation of an IPO described in clause (a) of the definition thereof or issuance of public debt securities, Public Company Costs; and~~[reserved]; and

(H) the proceeds of which shall be used for the payment of insurance premiums to the extent attributable to ~~any Parent Entity,~~ the Borrower and ~~their~~its subsidiaries;

(viii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, in addition to the foregoing Restricted Payments, the Borrower may make additional Restricted Payments ~~to Holdings, in an aggregate amount, not to exceed the sum of (A) the~~

~~Restricted Payment Amount at such time so long as no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) (for the avoidance of doubt, no Restricted Payment shall be made in reliance on this clause (A) during the Suspension Period), *plus* (B) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Payment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~; provided that~~, in the case of this clause (B),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Restricted Payment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Restricted Payment (measured as of the date such Restricted Payment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than ~~or equal to (1) during the Suspension Period, 4.00:1.00, and (2) after the Suspension Period has ended, 5.50:1.00, *plus* (C) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Payment (for the avoidance of doubt, no Restricted Payment shall be made in reliance on the Available Equity Amount during the Suspension Period)~~1.75:1.00 (for the avoidance of doubt, no Restricted Payment shall be made in reliance on this clause (viii) during ~~the~~a Suspension Period);

(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 ~~(and in no event shall such contribution or issuance so utilized increase the Available Equity Amount)~~; 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) ~~payments made or expected to made in respect of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options and the vesting of restricted stock and restricted stock units;~~[Reserved];

(xi) ~~the Borrower may make Restricted Payments to any Parent Entity to enable such Parent Entity to (A) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Permitted Acquisition (or other similar Investment) and (B) honor any conversion request by a holder of convertible Indebtedness by delivering or issuing Equity Interests and making cash payments in lieu of fractional shares in connection with any such conversion and may make required cash interest payments on convertible Indebtedness in accordance with its terms;~~[Reserved];

(xii) ~~following the consummation of an IPO, and after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, the payment of Restricted Payments to Holdings or any direct Parent Entity of Holdings to fund the payment of regular dividends on such company's Equity Interests, in an aggregate amount per annum not to exceed 6.0% per annum of the aggregate amount of proceeds from ~~such~~an IPO received by, or contributed to, the

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Borrower or any Restricted Subsidiary; provided that, on the date of declaration of any such

dividend, after giving effect to such dividend, there is no continuing Event of Default before or after giving effect thereto (for the avoidance of doubt, Restricted Payments shall not be made in reliance on this clause (xii) during ~~the~~a Suspension Period);

(xiii) payments made by the Borrower or any Restricted Subsidiary in respect of withholding or similar ~~t~~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 $7,500,000;

(xiv) [~~r~~Reserved];

(xv) [~~r~~Reserved];

(xvi) the Borrower may make Restricted Payments, the proceeds of which are applied ~~(A) (1) on the Effective Date, solely to effect the consummation of the Transactions and (2) on and after the Effective Date, to satisfy any payment obligations owing under the Merger Agreement (including in respect of any payments required to be made after the Effective Date in connection with, or necessary to consummate, the Transactions and the other transactions set forth in the Merger Agreement) and (B)~~ 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 Acquisition or similar Investment, or is otherwise permitted under Section 6.03; ~~and~~

(xvii) the distribution, by dividend or otherwise, of shares of Equity Interests of, or Indebtedness owed to Holdings, the Borrower or any Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are cash or Cash Equivalents)~~.~~; and

(xviii) Restricted Payments to Parent, the proceeds of which are applied to pay dividends in respect of Series A and Series A-1 Preferred Stock of Parent, in an annual amount not to exceed the amount of dividends required under (x) the Certificate of Designations of Series A Convertible Perpetual Preferred Stock of Parent, executed on September 23, 2022, and (y) the Certificate of Designations of Series A Convertible Non-Voting Perpetual Preferred Stock of Parent, executed on September 23, 2022, each as in effect on the date hereof.

(b) The Borrower will not, nor will it permit any Restricted 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 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, other than payments in respect of any Restricted Junior Debt prohibited by the subordination provisions thereof or any applicable subordination agreement or Junior Priority Intercreditor Agreement;

(ii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (~~A~~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 (~~B~~2) Refinancings of Restricted Junior Debt assumed in accordance with Section 6.01(a)(vii) in connection with a Permitted Acquisition or similar Investment permitted under this Agreement (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (ii) during ~~the~~a Suspension Period);

(iii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (~~A~~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 (for the avoidance of doubt, no cash payments of Restricted Junior Debt shall be made with cash proceeds received from the sale or issuance of Equity Interests during ~~the~~a Suspension Period) and (~~B~~2) mandatory redemptions of Disqualified Equity Interests (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iii) during ~~the~~a Suspension Period);

(iv) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Restricted Debt Payments ~~in an aggregate amount not to exceed the sum of (A) (1) after the Suspension Period has ended, the Restricted Debt Payment Amount that the Borrower elects to apply pursuant to this clause (1), plus (2) after the Suspension Period has ended, an amount not to exceed the portion, if any, of the Restricted Payment Amount that the Borrower elects to apply pursuant to this clause (2), in the case of this clause (A), so long as no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) (for the avoidance of doubt, no Restricted Debt Payment may be made in reliance on this clause (A) during the Suspension Period), *plus* (B) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Debt Payment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period) (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iv) during the Suspension Period)~~; provided that~~, in the case of this clause (B),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Restricted Debt Payment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Restricted Debt Payment (measured as of the date such Restricted Debt Payment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than ~~or equal to (I) during the Suspension Period, 4.00:1.00, and (II) after the Suspension Period has ended, 5.50:1.00, *plus* (C) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Debt Payment (for the avoidance of doubt, no Restricted Debt~~

~~Payment shall be made in reliance on the Available Equity Amount during the~~

Suspension Period)1.75:1.00 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iv) during thea Suspension Period);

(v) [rReserved];

(vi) after theif, and for so long as, a Suspension Period has endedis not then in effect, Restricted Debt Payments in respect of Restricted Junior Debt incurred pursuant to Section 6.01(a)(vii) (other than Indebtedness incurred (AI) 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 Restricted Subsidiary or was otherwise acquired by Holdings, the Borrower or a Restricted Subsidiary or (BII) 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 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (vi) during thea Suspension Period);

(vii) after theif, and for so long as, a Suspension Period has endedis not then in effect, to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Indebtedness that is permitted under Section 6.01 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (vii) during thea Suspension Period); and

(viii) after the Suspension Period has ended, payments as part of an applicable high yield discount obligation or AHYDO Catch-Up Payment (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (viii) during the Suspension Period); *provided,* that no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action).[Reserved].

(c) The Borrower will not, nor will it permit any Restricted 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 Junior Priority 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.

SECTION 6.09. Transactions with Affiliates. The Borrower will not, nor will it permit any of its respectivethe Restricted 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 in a transactionwith a fair market value in excess of the greater of (x) $2,000,000 and (y) 5.0% of Consolidated Cash EBITDA for the Test Period most recently

~~ended on or prior to the date of such transaction (measured as of the date of such transaction based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))~~500,000 in the aggregate in any in any fiscal year, except:

(i) transactions ~~with Holdings, the Borrower or any~~among Loan Parties or other Restricted Subsidiaries that are required to become Loan Parties pursuant to Section 5.11 of this Agreement (so long as such Restricted Subsidiary ~~(or any entity that becomes a Restricted Subsidiary as a result of such transaction~~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 Restricted 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 ~~and payments required under the Merger Agreement~~;

(iv) issuances of Equity Interests of Holdings or the Borrower to the extent not otherwise prohibited by this Agreement;

(v) (~~A)~~1) employment, consulting, severance and other service or benefit related arrangements between Holdings, the Borrower and the Restricted 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 (~~B)~~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 (~~1~~i) materially adverse to the Lenders or (~~2~~ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Effective Date;

(vi) payments by the Borrower and the Restricted Subsidiaries pursuant to tax sharing agreements among Holdings (and any other Parent Entity), the Borrower and the Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Borrower and the Restricted 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 Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries;

(viii) transactions pursuant to permitted agreements in existence ~~or contemplated~~ 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 Restricted Subsidiary (A) to reimburse the Investors, their Affiliates and any of their respective designees for any ~~out-of-pocket~~out of pocket costs and expenses incurred, (B) for indemnification and other expenses payable to the Investors, their Affiliates and other related parties and (C) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, customary compensation to Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the Board of Directors or a majority of the disinterested members of the Board of Directors of Holdings in good faith; provided that the aggregate amount of fees paid pursuant to this clause 6.09(x)(C) shall not exceed $1,000,000 (for the avoidance of doubt, no such payments shall be made in reliance on this clause (x)(C) during ~~the~~a Suspension Period).

(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) [~~r~~Reserved];

(xiii) ~~so long as no Event of Default has occurred and is continuing, transactions in connection with any Permitted Receivables Financing~~[Reserved];

(xiv) ~~any transaction in respect of which Holdings or the Borrower delivers to the Administrative Agent a letter addressed to the Board of Directors of Holdings or the Borrower from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are no less favorable to Holdings, the Borrower or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate;~~[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 Restricted 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 Restricted 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.

SECTION 6.10~~.~~ Change in Nature of Business. The Borrower shall not, and shall cause its Restricted 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 Restricted Subsidiaries on the Effective Date or any Similar Business. Without limiting the foregoing, the Borrower shall not, and shall cause its Restricted 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 Restricted 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 Organizational Documents. The Borrower will not, and will cause each Restricted Subsidiary to not, amend 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.

SECTION 6.13. Financial Maintenance Covenant.

(a) Commencing with the Test Period ending December 31, 20232024, the Borrower shall not permit the Total Net Cash Leverage Ratio as of the last day of any such Test Period to be greater than the levels in the table below (this Section 6.13(a), the "Total Cash Leverage Covenant"):

Period	Total Net Cash Leverage Ratio
For the Test Period ending on December 31, 20232024	3.756.75:1:001.00
For the Test Period ending on March 31, 20242025	4.506.00:1:001.00
For the Test Period ending on June 30, 2024 2025	4.75:1:001.00
For the Test Period ending on September 30, 2024 2025	4.754.25:1:001.00
For the Test Period ending on December 31, 20242025	3.503.75:1:001.00
~~Commencing with~~For the Test Period ending on March 31, ~~2025 and for each Test Period thereafter~~2026	2.753.50:1:001.00
For the Test Period ending on June 30, 2026	3.50:100
For the Test Period ending on September 30, 2026 and each Test Period ending thereafter	3.00:1.00

(b) Commencing with the Test Period ending MarchDecember 31, 20202024, the Borrower shall not permit the LTVContract Asset Balance Coverage Ratio as of the last day of any such Test

Period to be greater than the levels set forth in the table below (this Section 6.13(b), the "LTVAsset

Coverage Covenant"):

Period	~~LTV~~Contract Asset Balance Coverage Ratio
For the Test Period ending on December 31, 2024	0.625:1.00
~~Commencing with~~For the Test Period ending on March 31, ~~2020 through and including the Test Period ending on June 30, 2020~~2025	~~2.50~~0.625:1.00
For the Test Period ending on June 30, 2025	0.600:1.00
~~Commencing with~~For the Test Period ending on September 30, ~~2020 through and including the Test Period ending on December 31, 2020~~2025	~~2.00~~0.600:1.00
For the Test Period ending on December 31, 2025	0.600:1.00
For the Test Period ending on March 31, ~~2021~~2026	~~1.50~~0.550:1.00
~~Commencing with~~For the Test Period ending on June 30, ~~2021 through and including the Test Period ending on December 31, 2021~~2026	~~1.25~~0.550:1.00
~~Commencing with~~For the Test Period ending on ~~March~~September 30, 2026	~~1.00~~0.550:1.00
For the Test Period ending on December 31, ~~2022~~2026 and ~~for~~ each Test Period thereafter	0.500:1.00

(c) ~~At all times,~~ the Borrower shall not permit the Liquidity of the Borrower and its Subsidiaries to be less than ~~$30,000,000; *provided*, that if Liquidity is less than~~, (x) during the first three fiscal quarters of the each fiscal year of the Borrower, $30,000,000 at ~~any~~all times~~, such occurrence shall not be deemed to be a breach or Default or Event of Default with respect to this Section 6.13(c) so long as (x) the Borrower has delivered notice to the Administrative Agent that Liquidity is less than $30,000,000 and the Borrower intends to effect a Liquidity Cure Contribution and (y) within ten (10) Business Days of the date on which Liquidity was less than $30,000,000, the Borrower shall have received net cash proceeds of any issuance of Qualified Equity Interests to its applicable investors or received capital contributions in the form of unrestricted cash (so long as such capital contribution is not in exchange for Disqualified Equity Interests) (any such contribution, a "**Liquidity Cure Contribution**") in an amount not less than the amount necessary to ensure that Liquidity is not less than $30,000,000~~ or (y) during the fourth fiscal quarter of each fiscal year of the Borrower, $15,000,000 at the end of each calendar month (this

Section 6.13(c), the "Minimum Liquidity Covenant" and together with the Total Cash Leverage Covenant and the ~~LTV~~Asset Coverage Covenant, the "Financial Maintenance Covenants").

~~Notwithstanding anything to the contrary contained in this Section 6.13(c), (i) the aggregate amount of the Liquidity Cure Contribution (such amount, the "**Liquidity Cure Amount**") will be deemed to be an increase to unrestricted cash and Cash Equivalents owned by the Borrower solely for the purpose of measuring the Minimum Liquidity Covenant, and the Liquidity Cure Amount shall be disregarded for any other purpose under this Agreement, (ii) there shall be no pro forma or other reduction of the aggregate amount of Revolving Loans by the amount of the applicable Liquidity Cure Amount for the period for which such Liquidity Cure Contribution was made; *provided* that, any portion of such Liquidity Cure Amount that is actually applied to repay Revolving Loans shall reduce the Revolving Exposure for future periods for which Liquidity is calculated, (iii) there shall be no more than one Liquidity Cure Contribution made in any fiscal quarter, and in each four consecutive fiscal quarter period of the Borrower there shall be no more than two fiscal quarters in which a Liquidity Cure Contribution is made, (iv) during the term of this Agreement, no more than five Liquidity Cure Contributions may be made and (v) for purposes of this Section 6.13, the Liquidity Cure Amount shall be no greater than the amount required for purposes of complying with the Minimum Liquidity Covenant. Notwithstanding any other provision in this Agreement to the contrary, during any Test Period in which any Liquidity Cure Amount is included in the calculation of unrestricted cash and Cash Equivalents as a result of any Liquidity Cure Contribution, the Liquidity Cure Amount received pursuant to such Liquidity Cure Contribution shall be (A) counted solely as an increase to unrestricted cash and Cash Equivalents for the purpose of determining compliance with the Minimum Liquidity Covenant and (B) disregarded for purposes of determining the Available Equity Amount, any financial ratio-based conditions or provisions, Applicable Rate or any available basket under Article 6 of this Agreement. No Revolving Lender, Swingline Lender or Issuing Bank shall make any Revolving Loan or Swingline Loan or to issue any Letter of Credit from and after the date that Liquidity is less than the minimum amount required at such time unless and until the Liquidity Cure Amount is actually received by the Borrower.~~

ARTICLE ~~7~~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 or any reimbursement obligations in respect of Letters of Credit 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 ~~(i) with respect to the payment of interest,~~ for a period of five Business Days ~~and (ii) with respect to the payment of any fee or other amount, for a period of ten Business Days~~;

(c) any representation or warranty made or deemed made by or on behalf of Holdings, the

Borrower or any Restricted Subsidiary in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) Holdings, the Borrower or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in Section 5.01(a), 5.01(b), 5.01(c), 5.01(e) (and, with respect to each of the foregoing, such failure shall continue unremedied for a period of two (2) Business Days), 5.02(a), ~~Section~~ 5.04 (with respect to the existence of the Borrower), 5.11, 5.12(c), 5.14 or in Article ~~6~~VI; it being understood and agreed that any Event of Default under Section 6.13(a) and Section 6.13(b) (a "Financial Maintenance Covenant Event of Default") is subject to cure as provided in Section ~~6.13(c) and Section~~ 7.02 and, ~~in the case of Section 6.13(a) and Section 6.13(b)~~ so long as the Borrower has a right to exercise the Cure Right with respect to the applicable quarter, a Financial Maintenance Covenant Event of Default shall not occur until the expiration of the ~~fifteenth~~tenth Business Day subsequent to the date on which the financial statements with respect to the applicable fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable, ~~or, in the case of Section 6.13(c), so long as the Borrower has exercised its cure rights under Section 6.13(c) with respect to the applicable period therein,~~ and then only to the extent that~~, in the applicable cases, the cure amounts under Section 6.13(c) or~~ the Cure Amount (in an amount sufficient to comply with the applicable Financial Maintenance Covenant for such period or fiscal quarter, as applicable) has not been received on or prior to such date;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Section), and such failure shall continue unremedied for a period of 30 days after the earlier of (i) the date written notice thereof is received by the Borrower from the Administrative Agent or (ii) actual knowledge thereof of a Responsible Officer of the Borrower;

(f) the Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer or other Disposition (including as a result of a Casualty Event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement), (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that clause (f) of this Section will apply to any failure to make any payment required as a result of any such termination or similar event), (iii) Indebtedness permitted to exist or be incurred under the terms of this Agreement that is required to be repurchased, prepaid, defeased, redeemed or satisfied (or as to which an offer to repurchase, prepay defease, redeem or satisfy is required to be made) in connection with any asset sale event, casualty or condemnation event, change of control, excess cash flow or other customary provision in such Indebtedness giving rise to such requirement to so offer or

repurchase, prepay, defease, redeem or satisfy in the absence of any default thereunder or (iv) Indebtedness that is convertible in Equity Interests and converts to Equity Interests in accordance with its terms; provided that, in the case of Section 7.01(f) and this Section 7.01(g), such default has not been waived by the holders of such Indebtedness;

(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 (I) during ~~the~~a Suspension Period, $5,000,000 and (II) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $10,000,000 (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 Restricted 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) (i) an ERISA Event occurs that has resulted or could reasonably be expected to result, individually or together with all other ERISA Events that have occurred or are reasonably expected to occur, in liability of Holdings, the Borrower or any Restricted Subsidiary in an aggregate amount that has resulted, or could reasonably be expected to result in, a Material Adverse Effect, (ii) any of Holdings, the Borrower or any Restricted Subsidiary or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any payment with respect to a Multiemployer Plan, including with respect to any Withdrawal Liability under Section 4201 of ERISA, in an aggregate amount that could reasonably be expected to result in a Material Adverse Effect, or (iii) any of Holdings, Borrower or Restricted Subsidiary incurs a liability under a Foreign Pension Plan that has resulted, or could reasonably be expected to result, individually or together with any other liability under any Foreign Pension Plan or ERISA Event, in a Material Adverse Effect;

(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; ~~or~~

(n) a Change in Control shall occur; or

(o) the Borrower shall extend, or agree to extend, any Class A Revolving Commitment or the maturity of any Class A Revolving Loans to any date beyond June 30, 2025.

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 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, (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) 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, and (iii) require the deposit of cash collateral in respect of LC Exposure as provided in Section 2.05(j), in each case 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; 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 and the deposit of such cash collateral in respect of LC Exposure shall immediately and automatically become due, in each case 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.

SECTION 7.02~~.~~ Right to Cure. Notwithstanding anything to the contrary contained in Section 7.01, in the event that the Borrower fails to comply with the requirements of the Financial Maintenance Covenants described in Section 6.13(a) and Section 6.13(b), at any time from the ~~first~~last day of such applicable quarter until the expiration of the ~~fifteenth~~tenth Business Day subsequent to the date on which the financial statements with respect to such fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable, the Borrower (or any Parent Entity thereof) shall have the right to issue Qualified Equity Interests or other Equity Interests reasonably satisfactory to the Administrative Agent (but excluding Disqualified Equity Interests) (each such issuance taken pursuant and in accordance with this Section 7.02, a "Specified Equity Issuance") for cash or otherwise receive cash contributions to (or in the case of any other Parent Entity, receive equity interests in the Borrower for its cash contributions to) the Equity Interests (other than Disqualified Equity Interests) of the Borrower as cash common equity or other Qualified Equity Interests or other Equity Interests reasonably satisfactory to the Administrative Agent, in each case, which are contributed to the Borrower in the form of cash (collectively, the "Cure Right"), and upon the receipt by the Borrower of the Net Proceeds of such issuance that are Not Otherwise

Applied (the "Cure Amount") pursuant to the exercise by the Borrower of such Cure Right, the applicable Financial Maintenance Covenant shall be recalculated giving pro form effect to the following pro forma adjustment:

(a) (i) Consolidated ~~EBITDA and/or Consolidated~~ Cash EBITDA shall be increased with respect to such applicable fiscal quarter with respect to which such Cure Amount is received by the Borrower and any Test Period that includes such fiscal quarter, solely for the purpose of measuring the ~~applicable Financial Maintenance~~Total Cash Leverage Covenant~~(s)~~ and not for any other purpose under this Agreement, by an amount equal to the Cure Amount and (ii) with respect to the ~~LTV~~Asset Coverage Covenant, Consolidated Total ~~Net~~ Debt shall be reduced by the portion of the Cure Amount that is actually applied to prepay such Indebtedness;

(b) if, after giving effect to the foregoing recalculation, the Borrower and its Restricted Subsidiaries shall then be in compliance with the applicable Financial Maintenance Covenant~~(s)~~, the Borrower and its Restricted Subsidiaries shall be deemed to have satisfied the requirements of the applicable Financial Maintenance Covenant~~(s)~~ as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the applicable Financial Maintenance Covenant~~(s)~~ that had occurred shall be deemed cured for the purposes of this Agreement;

(c) upon the Administrative Agent's receipt of a written notice from the Borrower that the Borrower intends to exercise the Cure Right (a "Notice of Intent to Cure"), until the ~~fifteenth~~tenth Business Day following the date on which financial statements for the fiscal quarter to which such Notice of Intent to Cure relates are required to be delivered pursuant to Section 5.01(a) or 5.01(b), as applicable, neither the Administrative Agent (nor any sub-agent therefor) nor any Lender shall exercise any right to accelerate the Loans or terminate the Revolving Commitments, and none of the Administrative Agent (nor any sub-agent therefor) nor any Lender or Secured Party shall exercise any right to foreclose on or take possession of the Collateral or any other right or remedy under the Loan Documents solely on the basis of the relevant failure to comply with Section 6.13;

(d) except as set forth in clause (a)(ii) above, there shall be no pro forma or other reduction of the amount of Consolidated Total ~~Net~~ Debt (by netting or otherwise) by the amount of the applicable Cure Amount for purposes of determining compliance with Section 6.13~~(a)~~ in the fiscal quarter in respect of which the Cure Right was exercised~~; *provided* that, any portion of such Cure Amount that is actually applied to repay Indebtedness or "netted" against such Indebtedness shall reduce Consolidated Total Net Debt in future Test Periods which include such~~ or any subsequent period including such ~~f~~Fiscal ~~q~~Quarter;

(e) notwithstanding anything herein to the contrary, (i) ~~in each four consecutive fiscal quarter period of the Borrower there shall be no more than two fiscal quarters in which~~ the Cure Right ~~is~~may not be exercised with respect to consecutive Fiscal Quarters, (ii) during the term of this Agreement, the Cure Right shall not be exercised more than ~~five~~two times and (iii) for purposes of this Section 7.02, the Cure Amount shall be no greater than the amount required for purposes of complying with the applicable Financial Maintenance Covenant~~(s)~~. Notwithstanding any other provision in this Agreement to the contrary, during any Test Period in which any Cure Amount is included in the calculation of ~~Consolidated EBITDA and/or~~ Consolidated Cash EBITDA as a result of any exercise of the Cure Right, the Cure Amount received pursuant to any exercise of the Cure Right shall be (A) counted solely as an increase to Consolidated ~~EBITDA and/or Consolidated~~ Cash EBITDA for the purpose of determining compliance with the ~~applicable Financial Maintenance~~Total Cash Leverage

Covenant~~(s)~~ and (B) disregarded for purposes of determining ~~the Available Equity Amount,~~ any

financial ratio-based conditions or provisions~~, Applicable Rate~~ or any available basket under Article ~~6~~VI of this Agreement;

(f) no Revolving Lender, Swingline Lender or Issuing Bank shall make any Revolving Loan or Swingline Loan or to issue any Letter of Credit from and after such time as the Administrative Agent has received the Notice of Intent to Cure unless and until the Cure Amount is actually received by the Borrower; and

(g) ~~during the Suspension Period,~~ all Net Proceeds of any such Specified Equity Issuance shall be applied to prepay Term Loans pursuant to Section 2.11(c).

SECTION 7.03~~.~~ Application of Proceeds. After ~~the~~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 ~~8~~VIII

THE ~~ADMINISTRATIVE~~ AGENTS

SECTION 8.01 Appointment of Agents.

Each of the Lenders and the Issuing Banks hereby irrevocably appoints Blue ~~Owl Capital Corporation~~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, the Lenders and the Issuing Banks, and none of Holdings, the Borrower or any other Loan Party shall have any rights as a ~~third party~~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

~~The Person serving as the Administrative~~(a) Each Agent hereunder shall have the same rights and powers in its capacity as a Lender or an Issuing Bank as any other Lender or Issuing Bank and may exercise the same as though it were not ~~the Administrative~~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 ~~the Administrative~~an Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

(b) The ~~Administrative~~ Agents shall ~~not~~ have ~~any~~no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the ~~Administrative~~ Agents shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the ~~Administrative~~ 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 ~~Administrative~~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 ~~Administrative~~ Agents shall not be required to take any action that, in ~~its~~their opinion, may expose ~~the Administrative~~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 ~~Administrative~~ 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 ~~Administrative~~ Agent or any of its Affiliates in any capacity. The ~~Administrative~~ Agents and their Related Parties shall not be liable for any action taken or not taken by ~~it~~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 ~~the Administrative~~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 ~~Administrative~~ Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the ~~Administrative~~ Agents by Holdings, the Borrower, a Lender or an Issuing Bank and the ~~Administrative~~ 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 ~~4~~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 ~~Administrative~~ 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 (x) the Revolving Exposure or the component amounts thereof, (y) the Effective Yield or (z) the terms and conditions of any Intercreditor Agreement.

~~The Administrative~~(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). ~~The Administrative~~ 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, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, ~~the Administrative~~each Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless ~~the Administrative~~such Agent shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. ~~The Administrative~~ 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 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 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.

~~The Administrative~~(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. ~~The Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ Agent. The ~~Administrative~~ 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 ~~Administrative~~ Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 8.03 Resignation and Replacement of Agents

~~The Administrative~~(a) Any Agent may resign upon 30 days' notice to the Lenders, the Issuing Banks 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~~, which shall be a commercial bank or trust company with an office in the United States, or an Affiliate of any such bank with an office in the United States~~ 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 ~~Administrative~~ Agent gives notice of its resignation, then the retiring ~~Administrative~~ Agent may (but shall not be obligated to) on behalf of the Lenders and the Issuing Banks, appoint a successor ~~Administrative A~~agent ~~meeting the qualifications above~~ (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 ~~Administrative~~ 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 ~~Administrative~~Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed ~~Administrative~~Collateral Agent shall continue to hold such collateral security until such time as a successor ~~Administrative~~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 ~~Administrative~~ Agent, all payments, communications and determinations provided to be made by, to or through ~~the Administrative~~such Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders or the retiring ~~Administrative~~ Agent appoint a successor ~~Administrative~~ 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) ~~Administrative~~ Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed ~~Administrative~~ Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 and each Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent~~, any Joint Bookrunner, any Joint Lead Arranger~~ or any other Lender or any Issuing Bank, 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~~, any Joint Bookrunner, any Joint Lead Arranger~~ or any other Lender or any Issuing Bank, 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 (or the Amendment and Restatement Agreement, as applicable) and funding its Loans on the Effective Date or the Original Closing Date, as applicable, or delivering its signature page to an Assignment and Assumption or Incremental Facility Amendment 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 or the Original Closing Date, as applicable.

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 ~~Administrative~~ Agents on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the ~~Administrative~~Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, the ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 and Section 9.17.

(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, Issuing Banks 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) or Section 6.02(xxii).

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 or any LC Disbursement 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, LC Exposure 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, the Issuing Banks 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, each Issuing Bank 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, the Issuing Banks 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).

~~Notwithstanding anything herein to the contrary, neither any Joint Bookrunner nor any Person named on the cover page of this Agreement as a Joint Lead Arranger, Joint Bookrunner, Documentation Agent or a Syndication Agent shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities provided for hereunder, including under Section 9.03, fully as if named as an indemnitee or indemnified person therein and irrespective of whether the indemnified losses, claims, damages, liabilities and/or related expenses arise out of, in connection with or as a result of matters arising prior to, on or after the effective date of any Loan Document.~~

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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 ~~payable~~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 ~~8~~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 ~~9~~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 ~~fax,~~ e-mail or other electronic transmission, as follows:

(a) If to Holdings or the Borrower, to, Norvax, LLC, ~~214 West Huron Street~~222 W. Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654, Attention: General Counsel, Email: BBurd@gohealth.com, with copies to, which such copies shall not constitute notice, (i) Centerbridge Partners, L.P., 375 Park Avenue, 12th Floor, New York, NY 10152, Attention: Heather Lamberton, Email: hlamberton@centerbridge.com or legalnotices@centerbridge.com and Simpson Thacher &

Bartlett, LLP, 425 Lexington Avenue, Floor 26, New York, NY 10017, Attention: Brian M. Steinhardt, Email: bsteinhardt@stblaw.com;

(b) If to the Administrative Agent, to Blue ~~Owl~~Torch Finance LLC, c/o Blue Torch Capital ~~Corporation, 399 Park Avenue,~~LP, 150 East ~~3~~58th Street, 39th Floor, New York, ~~NY 10022, Attention: Bryan Cole~~New York 10155, Email: ~~adminagent@blueowl.com, owlrockadminagent~~BlueTorchAgency@alterdomus~~.com and dealclosing@blueowl~~.com with a copy to, which ~~such~~ copy shall not constitute notice~~, Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attention: Josh Holt, Email: josh.holt@lw~~: SEI – Blue Torch Capital Loan Ops, 1 Freedom Valley Drive, Oaks, Pennsylvania 19456, Email: bluetorch.loanops@seic.com;

(c) if to any Issuing Bank, to it at its address (or ~~fax number or~~ email address) most recently specified by it in a notice delivered to the Administrative Agent and the Borrower (or, in the absence of any such notice, to the address (or ~~fax number or~~ email address) set forth in the Administrative Questionnaire of the Lender that is serving as such Issuing Bank or is an Affiliate thereof);

(d) if to the Swingline Lender, to it at its address (or ~~fax number or~~ email address) most recently specified by it in a notice delivered to the Administrative Agent and the Borrower (or, in the absence of any such notice, to the address (or ~~fax number or~~ email address) set forth in the Administrative Questionnaire of the Lender that is serving as the Swingline Lender or is an Affiliate thereof); and

(e) if to any other Lender, to it at its address (or ~~fax number or~~ email address) set forth in its Administrative Questionnaire.

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 ~~fax or other~~ 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 ~~or facsimile number~~ for notices and other communications hereunder by notice to the Administrative Agent, the Administrative Agent may change its address~~,~~ or email ~~or facsimile number~~ for notices and other communications hereunder by notice to Holdings and the Borrower and the Lenders may change their address~~,~~ or email ~~or facsimile number~~ for notices and other communications hereunder by notice to the Administrative Agent. Notices and other communications to the Lenders and the Issuing Banks 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 or Issuing Bank pursuant to Article ~~2~~II if such Lender or Issuing Bank, as applicable, 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, any Issuing Bank 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, the Issuing Banks 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 or the issuance, amendment, renewal or extension of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank 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, including as provided in Section 2.20 with respect to any Incremental Facilities and Section 2.24 with respect to any Loan Modification 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 or LC Disbursement (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 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(~~d~~c),

(C) postpone the final maturity date 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 postponement of any maturity date), or the date of any scheduled amortization payment of the principal amount of any Loan under Section 2.10 or the applicable Incremental Facility Amendment, or the reimbursement date with respect to any LC Disbursement, 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 in a manner that would by its terms alter the order of application of proceeds; or

(E) waive, amend or modify any provision of Section 2.11(e), Section 2.11(f), Section 2.11(g) or Section 2.18 in any manner that would alter the pro rata sharing of payments or other amounts required thereby,

provided that, any amendment, modification or waiver contemplated in clause (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) reduce the percentages set forth in the definition of "Required Lenders" or 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 as permitted by Section 6.03), in each case, without the written consent of each Lender,

(iii) reduce the percentages specified in the definition of "Required Revolving Lenders" or in the definition of "Majority in Interest" without the written consent of each Revolving Lender or 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), 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) without the written consent of each Lender,

(vi) amend, waive or otherwise modify this Section 9.02, without the written consent of each Lender,

(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, 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 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 or any Issuing Bank or the Swingline Lender without the prior written consent of the Administrative Agent or such Issuing Bank or the Swingline Lender, as the case may be,

(ix) amend, waive or otherwise modify Sections 2.11(j), 2.11(k), 4.02(d), the second sentence of Section 5.15, the proviso to the first sentence of Section 9.15, the definition of "Consolidated Cash Balance" or the definition of "Securitization Transaction" without the written consent of the Required Lenders and the Required Class A Revolving 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) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (1) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents (and to the extent such credit facilities are secured by Liens on the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations, to share ratably in prepayments with such Loans) and (2) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion, (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) upon notice thereof by the Borrower to the Administrative Agent with respect to the inclusion of any previously absent covenant or other provision, this Agreement shall be amended by an agreement in writing entered into by the Borrower and the Administrative Agent without the need to obtain the consent of any Lender to include such covenant or other provision on the date of the incurrence of the applicable Indebtedness to the extent required by the terms of such definition or section 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 Restricted 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 (and, if a Revolving Commitment is being assigned, each Issuing Bank and the Swingline Lender), 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 and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts (including any amounts under Section 2.11(a)), 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 Revolving Commitments, Term Loans and Revolving Exposure 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 (A) to integrate any Incremental Facilities, Other Revolving Loans or Other Term Loans, (B) to integrate or make administrative modifications with respect to borrowing and issuances of Letters of Credit, (C) to integrate any terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in

accordance with Section 2.20(f) and (D) to make any amendments permitted by Section 2.14(b)(ii)

without the consent of any Lender or Issuing Bank, 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 each case with the holders of Indebtedness permitted by this Agreement to be secured by Liens on the Collateral. 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, (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 Sections 2.11(a) and 2.20(b)(iv) hereof) and/or (III) modify any other provision hereunder or under any other Loan Document in a manner more favorable to the then-existing Lenders or Class or Classes of Lenders, in each case in connection with the incurrence of any Incremental Facilities or other Indebtedness permitted hereunder, where the terms of any such Incremental Facilities or other Indebtedness are more favorable to the lenders thereof than the corresponding terms applicable to other Loans or Commitments then existing hereunder, and it is intended that one or more then-existing Classes of Loans or Commitments under this Agreement share in the benefit of such more favorable terms in order to comply with the provisions hereof relating to the incurrence of such Incremental Facilities or other Indebtedness. In addition, the Administrative Agent and the Borrower may, in connection with any increase to or refinancing of any Term Facility, enter into such modifications or amendments to this Agreement as shall be necessary to ensure the Initial Term Loans, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable, are held by Lenders in the same relative portions as immediately prior to such increase or refinancing.

SECTION 9.03~~.~~ Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay, if the Effective Date occurs, (i) all reasonable and documented or invoiced ~~out-of-pocket~~out of pocket expenses incurred by the Agents, the ~~Joint Lead Arrangers, the Joint Bookrunners,~~Lenders and their respective Affiliates (without duplication), including the reasonable fees, charges and disbursements of ~~Latham & Watkins~~Orrick, Herrington & Sutcliffe LLP, Milbank LLP 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~~, the Joint Lead Arrangers~~ and the ~~Joint Bookrunners~~Lenders in connection with 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~~,~~ and (ii) all reasonable and documented or invoiced out-of-pocket expenses incurred by the Agents, the ~~Joint Lead Arrangers~~Lenders and their respective Affiliates, including the reasonable and documented or invoiced fees, charges and disbursements of counsel for the Agents and the Lenders and of such other counsel retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed) in connection with the enforcement or protection of their rights in connection with the Loan Documents, including their rights under this Section; provided that such counsel shall be limited to one primary counsel for the Agents and the Lenders, taken as a whole, one primary counsel for PSP, such other counsel retained with the Borrower's consent (such consent not to be unreasonably

withheld or delayed) and, if reasonably necessary, (x) one local counsel in each applicable jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) ~~and~~, (y) a single firm of regulatory counsel~~,~~ and (~~iii~~z) ~~to~~in the ~~extent Golub Capital Markets LLC has not been appointed as Administrative Agent within 45 days after the Amendment No. 7 Effective Date, all reasonable and documented or invoiced out-of-pocket expenses incurred by Golub Capital LLC and its Affiliates, including the reasonable and documented or invoiced fees, charges and disbursements of counsel for Golub Capital LLC and its Affiliates in connection with the enforcement or protection of their rights in connection with the Loan Documents, including their rights under this Section; *provided* that such counsel shall be limited to one firm or counsel, such other counsel retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed) and, if~~case of any actual or perceived conflict of interest, one additional counsel and, if reasonably necessary, ~~(x)~~ one ~~firm or~~ local outside counsel in each ~~applicable~~relevant jurisdiction ~~(which may include a single firm of special counsel acting in multiple jurisdictions) and (y) a single firm of~~and one local regulatory counsel for similarly situated affected Persons.

(b) The Borrower shall indemnify the Administrative Agent, the Swingline Lender, any Issuing Bank, ~~the Joint Lead Arrangers, the Joint Bookrunners,~~ 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 Letters of Credit 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 ~~Parties~~Persons, taken as a whole, an additional firm of counsel for PSP 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~~, the Joint Lead Arrangers, the Joint Lead Bookrunners~~ 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), the Swingline Lender, any Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners,~~ or any Related Party of the Administrative Agent, the Swingline Lender, any Issuing Bank~~, the Joint Lead Arrangers, the Joint Bookrunners~~ 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), the Swingline Lender, such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners~~ or such Related Party, 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), the Swingline Lender, such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners,~~ or against any Related Party of the Administrative Agent acting for the Administrative Agent, the Swingline Lender~~,~~ or such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners~~ in connection with such capacity. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the aggregate Revolving Exposures, 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 ~~2.01~~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 ~~material~~ 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 Letter of Credit 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), 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, the Issuing Banks 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); 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) by a Revolving Lender (I) to any other existing Revolving Lender or (II) to any Person that is an Affiliate of any Revolving Lender provided that such Person is at least as creditworthy as the Revolving Lender assigning its rights and obligations under this Agreement (each such Affiliate, a "Permitted Revolving Lender Affiliate Transferee") or (4) if an Event of Default ~~under Section 7.01(a), (b), (h) or (i)~~ has occurred and is continuing ~~with respect to the Borrower~~; 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, (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 or of a Revolving Commitment to any other existing Revolving Lender or to any Permitted Revolving Lender Affiliate Transferee and (C) each Issuing Bank and the Swingline Lender (such consent not to be unreasonably withheld or delayed); provided that no consent of any Issuing Bank or the Swingline Lender shall be required for an assignment of all or any portion of a Term Loan or Initial Term Loan Commitment. 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 ~~of Term Loans~~ 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~~; *provided*, that this sentence shall not apply to the Borrower with respect to any assignment of Revolving Commitments and/or Revolving Loans~~.

(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 in the case of a Revolving Loan or Revolving Commitment, $1,000,000 (and integral multiples of $1,000,000 in excess thereof) or, in the case of a Term Loan $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, Section 2.24(h) or Section 9.02(c) shall not require the signature of the assigning Lender to become effective~~; *provided further* that such recordation fee shall not be payable in the case of assignments of Term Loans to or by any Joint Bookrunner or Affiliate thereof in connection with the primary syndication thereof or pursuant to arrangements directly related to such primary syndication contemplated as of the Effective Date~~, (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, (E) no assignment of any Loans, Commitments or any obligations in respect of LC Exposure or Swingline Exposure may be made to Holdings, the Borrower or any Subsidiary or Affiliate thereof, and (F) unless the Borrower otherwise consents, no assignment of all of the Revolving Commitment of a Lender that is also an Issuing Bank or Swingline Lender may be made unless the assignee shall be or become an Issuing Bank and/or a Swingline Lender, as applicable, and assume a ratable portion of the rights and obligations of such assignor in its capacity as an Issuing Bank and/or a Swingline Lender.

(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 and LC Disbursements 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, each Issuing Bank 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 Incremental Facilities 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, the Issuing Banks 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 ~~and~~ 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 ~~and~~ 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 and participations in Letters of Credit and Swingline 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 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) ~~(i)~~ 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.

(~~ii~~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.

(~~hi~~) Upon the cancellation or retirement of any Loans pursuant to this Section 9.04, (~~i~~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 (~~ii~~B) the Administrative Agent shall record such cancellation or retirement in the Register.

(~~ij~~) Notwithstanding anything to the contrary contained herein any Issuing Bank may, upon 30 days' notice to the Borrower and the Lenders, resign as an Issuing Bank; provided that on or prior to the expiration of such 30-day period with respect to such resignation, such Issuing Bank shall have identified, in consultation with the Borrower, a successor Issuing Bank willing to accept its appointment as successor Issuing Bank. Such successor Issuing Bank shall become a party to this Agreement as an Issuing Bank and shall assume the resigning Issuing Bank's Applicable LC Fronting Sublimit and its obligation to issue additional Letters of Credit in accordance with the terms of this Agreement. In the event of any such resignation of an Issuing Bank, the Borrower shall be entitled to appoint from among

the Lenders willing to accept such appointment a successor Issuing Bank hereunder; provided that no failure by the Borrower to appoint any such successor shall affect the resignation of the relevant Issuing Bank, as the case may be. If an Issuing Bank resigns as an Issuing Bank, it shall retain all the rights and obligations of an Issuing Bank hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an Issuing Bank and all obligations (solely with respect to such Issuing Bank's LC Commitment) with respect thereto (including the right to require the Lenders to make ABR Loans or Swingline Loans pursuant to Section 2.05(f) or fund risk participations the amount of LC Disbursements made by such Issuing Bank and not reimbursed).

~~(j) Norvax shall have no rights or obligations as a Borrower hereunder until the consummation of the Merger, respectively, and any representations and warranties of Norvax hereunder shall not become effective until such time. Upon consummation of the Acquisition, the signature pages to this Agreement and the other Loan Documents submitted on behalf of Norvax, shall be deemed released, and upon consummation of the Merger, Norvax shall succeed to all the rights and obligations of Merger Sub under this Agreement, and all representations and warranties of the Norvax shall become effective as of the time of consummation of the Merger, without any further action by any Person.~~

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 and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank 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 unpaid or any Letter of Credit 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 ~~8~~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 Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or any other Loan Document, in the event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, an Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.05(e) or (f).

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~~, the Fee Letter~~ 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. ~~Except as provided in Section~~

4.01, this 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 facsimileemail 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 and each Issuing Bank 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 or such Issuing Bank, 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 or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender or Issuing Bank different from the branch or office holding such deposit or obligated on such indebtedness. The applicable Lender and applicable Issuing Bank 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 setoff and application under this Section 9.08. The rights of each Lender and each Issuing Bank, under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank may have. Notwithstanding the foregoing, no amount setoff from any Guarantor shall be applied to any Excluded Swap Obligation 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; *provided*, that, notwithstanding the governing law provisions of the Loan Documents, it is understood and agreed that (i) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect (as defined in the Merger Agreement) has occurred), (ii) the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof either the Borrower or its applicable affiliate has the right to terminate its obligations under the Merger Agreement or to decline to consummate the Merger and (iii) the determination of whether the Merger has been consummated in accordance with the terms of the Merger Agreement and, in any case, claims or

~~disputes arising out of any such interpretation or determination or any aspect thereof shall, in each case, be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.~~

(b) Each of 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, any Issuing Bank, 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 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, the Issuing Banks and the Lenders agrees to maintain

the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to 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 ~~solely in connection with the transactions contemplated hereby~~ (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 Issuing Bank or the relevant Lender, as applicable); provided, that unless the Borrower otherwise consents, no such disclosure shall be made by the Administrative Agent, the Issuing Bank any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent, any Issuing Bank 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) ~~necessary~~ 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 ~~each~~the case~~, unless specifically~~ 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, any Issuing Bank 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 Credit Facilities, 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~~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 Restricted

Subsidiary ~~(including pursuant to a merger with a Subsidiary that is not a Loan Party or a designation as an Unrestricted Subsidiary)~~, or (2) upon notice by the Borrower to the Administrative Agent, if a Subsidiary Loan Party becomes an Excluded Subsidiary~~, including,~~ in connection with a transaction permitted under this Agreement~~, the result of which such Subsidiary Loan Party ceases to be a wholly owned Subsidiary as contemplated by the definition of "Excluded Subsidiary"~~; *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 and such transfer of Equity Interests is intended solely to obtain a release of the Guarantee, in each case as determined in good faith by the Borrower (it being understood this proviso to may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)). The security interests in any applicable Collateral created by the Security Documents or any applicable Guarantee shall be released, (~~a~~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, (~~b~~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 does not constitute (or ceases to constitute) Collateral, including by becoming an Excluded Asset or (eiii) 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 ~~8~~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)~~, Section~~ (only with regard to Permitted Encumbrances of the type described in clauses (c), (d), (e), (f), (h), (j), (k) and (l) of the definition thereof), 6.02(iv), ~~Section~~ 6.02(v), ~~Section~~ 6.02(vi), ~~Section~~ 6.02(vii), ~~Section~~ 6.02(viii), ~~Section~~ 6.02(~~ix~~xi), ~~Section~~ 6.02(xii), ~~Section~~ 6.02(xiii), ~~Section~~ 6.02(xiv), ~~Section~~ 6.02(xv), ~~Section~~ 6.02(xvi), ~~Section~~ 6.02(xvii), ~~Section~~ 6.02(xviii), ~~Section~~ 6.02(xxi), ~~Section~~ 6.02(~~xxii), Section 6.02~~(xxiii), ~~Section~~ 6.02(xxv)~~, Section~~ (so long as a Suspension Period is not then in effect), 6.02(xxvi), ~~Section~~ 6.02(xxvii), ~~Section~~ 6.02(xxviii), ~~Section 6.02(xxix), Section 6.02(xxxi), Section~~[reserved], 6.02(xxxi) (so long as a Suspension Period is not then in effect), or 6.02(xxxiv), ~~or Section 6.02(xxxv)~~ 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. Permitted Intercreditor Agreements.

(a) Each of the Lenders, the Issuing Banks and the other Secured Parties acknowledges that obligations of the Borrower and the Guarantors under any Incremental Equivalent Debt, any ~~Ratio Indebtedness, any~~ Acquisition Debt, any Permitted Equal Priority Refinancing Debt and any Permitted Junior Priority Refinancing Debt may be secured by Liens on assets of the Borrower and the Guarantors that constitute Collateral. Each of the Lenders, the Issuing Banks 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, (i) from time to time upon the request of the Borrower, in connection with the establishment, incurrence, amendment, refinancing or replacement of any such Indebtedness, any applicable Intercreditor Agreement (it being understood that each of the Administrative Agent and the Collateral Agent is hereby authorized and directed to determine the terms and conditions of any such Intercreditor Agreement as contemplated by, and subject to the provisions of, the definition of the terms "Intercreditor Agreement"), and (ii) any documents relating thereto.

(b) Each of the Lenders, the Issuing Banks 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, the Issuing Banks 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 (i) to give effect to any establishment, incurrence, amendment, extension, renewal, Refinancing or replacement of any Incremental Equivalent Debt, any ~~Ratio Indebtedness, any~~ Acquisition Debt, any Permitted Equal Priority Refinancing Debt and any Permitted Junior Priority Refinancing Debt, (ii) 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 (iii) to effect any other amendment, supplement or modification so long as the resulting agreement would constitute an Intercreditor Agreement if executed at such time as a new agreement.

(d) Each of the Lenders, the Issuing Banks 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 ~~8~~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 9.18. Acknowledgement and Consent to Bail-In of ~~EEA~~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 or Issuing Bank that is an ~~EEA~~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 ~~EEA~~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 ~~an EEA~~the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an ~~EEA~~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 ~~EEA~~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 ~~any EEA~~the applicable Resolution Authority.

SECTION 9.19~~.~~ 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 Credit Facilities 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 ~~facsimile~~email or other electronic imaging means (e.g. ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart~~, and shall not be considered an electronic signature~~.

SECTION 9.20. Other Agents and Arrangers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "joint lead arranger," or "joint bookrunner" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

SECTION 9.21. 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 Letters of Credit, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable 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 Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (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 Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, Borrower, and such Lender.

(b) In addition, unless either (~~i~~1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (~~ii~~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 ~~the Joint Lead Arrangers~~

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, the Joint Lead Arrangers 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 Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent or the Joint Lead Arrangers 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 9.22. Acknowledgement 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.

Section 9.23. *Consummation of Merger*. It is understood that notwithstanding the execution and delivery of signature pages by Norvax with respect to this Agreement and the other Loan Documents prior to the effectiveness of the Merger, Norvax shall not be deemed to be a party to this Agreement or any other Loan Document until the consummation of the Merger. Upon consummation of the Merger, this Section 9.23 shall be of no further force or effect.

[Remainder of page intentionally left blank; signature pages follow]

Schedule 2.05
LC Commitments and Applicable LC Fronting Schedule

Issuing Bank	LC Commitment
Blue Owl Capital Corporation	$5,000,000

Effective Date Material Real Property

None.

Schedule 3.06
Litigation and Environmental Matters

None.

Schedule 3.12

Subsidiaries

Subsidiary Name	Jurisdiction of Organization	Form of Organization	Owner	Percent Owned of Total Outstanding
Norvax, LLC	Delaware	Limited liability company	Blizzard Midco, LLC	100%
GoHealth, LLC	Delaware	Limited liability company	Norvax, LLC	100%
Connected Benefits, LLC	Delaware	Limited liability company	Norvax, LLC	100%
ETQ Holdings, LLC	Delaware	Limited liability company	Norvax, LLC	100%
e-TeleQuote Insurance, Inc.	Florida	Corporation	ETQ Holdings, LLC	100%
Creatix, Inc.	Illinois	Corporation	Norvax, LLC	100%
GoHealth s.r.o.	Slovak Republic	Limited liability company	Norvax, LLC	100%
ETeleQuote (Private) Limited	Pakistan	Limited liability company	e-TeleQuote Insurance, Inc.	100%
ETelequote Nicaragua Sociedad Anonima	Nicaragua	Limited liability company	e-TeleQuote Insurance, Inc.	100%

Schedule 5.14
Certain Post-Closing Obligations

1. No later than thirty (30) days following the Effective Date (or such longer period as may be agreed by the Collateral Agent in its sole discretion) the Credit Parties shall deliver certificates of liability insurance and evidence of property insurance regarding such policies of the Credit Parties and their Restricted Subsidiaries required by Section 5.07 of the Credit Agreement, evidencing the addition of the Collateral Agent, on behalf of the Secured Parties, and its successors and assigns, as additional insured and/or lender loss payee under such insurance policies (as applicable), in each case, in form and substance reasonably satisfactory to the Collateral Agent.

2. No later than sixty (60) days following the Effective Date (or such longer period as may be agreed by the Collateral Agent in its sole discretion) the Credit Parties shall deliver endorsements to the insurance policies required by Section 5.07 of the Credit Agreement, evidencing the addition of the Collateral Agent, on behalf of the Secured Parties, and its successors and assigns, as additional insured and/or lender loss payee under such insurance policies (as applicable), in each case, in form and substance reasonably satisfactory to the Collateral Agent.

3. No later than thirty (30) days following the Effective Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion), the Borrower shall cause each of ETQ Holdings, LLC and e-TeleQuote Insurance, Inc. to become a Subsidiary Loan Party and shall deliver or cause to be delivered such documents pursuant to Section 5.11 of the Credit Agreement in respect thereof.

4. No later than thirty (30) days following the Effective Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion), the Borrower shall cause to be delivered to the Administrative Agent such Account Control Agreements required pursuant to the definition of "Collateral and Guarantee Requirement".

5. Not later than thirty (30) days following the Effective Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion), the Borrower shall deliver, or cause to be delivered (to the extent within its control) all intellectual property assignments, account control agreement assignments and other documents or instruments reasonably requested by the Collateral Agent to ensure the continued perfection of the security interests and Liens in the Collateral granted under the Loan Documents.

Existing Indebtedness

None.

Schedule 6.02
Existing Liens

None.

Schedule 6.04(f)

Existing Investments

Investments in e-TeleQuote Insurance, Inc. and its subsidiaries.

Schedule 6.07
Existing Restrictions

None.

Schedule 6.09

Existing Affiliate Transactions

None.

Annex B

(See attached.)

4139-1714-6964

COLLATERAL AGREEMENT

dated as of

September 13, 2019

among

BLIZZARD MIDCO, LLC,

as ~~Initial~~ Holdings,

~~BLIZZARD MERGER SUB, LLC~~
~~(and after giving effect to the Merger,~~ NORVAX, LLC~~)~~,

as the Borrower,

THE OTHER GRANTORS PARTY HERETO,

and

~~OWL ROCK CAPITAL CORPORATION~~BLUE TORCH FINANCE, LLC,
as Collateral Agent

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Exhibit IV Form of Trademark Security Agreement

COLLATERAL AGREEMENT, dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings~~"), BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub~~"), NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), each of the SUBSIDIARY GRANTORS identified herein and ~~OWL ROCK CAPITAL CORPORATION~~BLUE TORCH FINANCE, LLC, as Administrative Agent and Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to the Credit Agreement, dated as of ~~the date hereof~~September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, ~~the~~including by the Amendment and Restatement Agreement, dated as of the date hereof, the "Credit Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub and, after giving effect to the Merger, Norvax,~~the Borrower, the Lenders party thereto and ~~Owl Rock Capital Corporation~~BLUE TORCH FINANCE, LLC, as Administrative Agent and Collateral Agent.

The Grantors are entering into this Agreement in order to induce the Lenders and the Issuing Banks to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, including their obligations under the Credit Agreement, the Guarantee Agreement, each Swap Agreement the obligations under which constitute Secured Swap Obligations and any Cash Management Services the obligations under which constitute Secured Cash Management Obligations. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor from time to time party hereto, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the incurrence by the Loan Parties of Secured Swap Obligations and Secured Cash Management Obligations. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; provided that each term defined in the UCC (as defined herein) and not defined in this Agreement or the Credit Agreement shall have the meaning specified in the UCC.

(b) The rules of construction specified in Section 1.03 and 1.04 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person that is or may become obligated to any Grantor under, with respect to or on account of an Account, Chattel Paper or General Intangible.

"After-Acquired Intellectual Property" has the meaning assigned to such term in Section 3.03.

"Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Article 9 Collateral" has the meaning assigned to such term in Section 3.01.

"Borrower" ~~means (a) initially, Merger Sub, and (b) upon and after the consummation of the Merger, Norvax~~has the meaning assigned to such term in the preamble to this Agreement, and shall include any Successor Borrower, to the extent applicable.

"Collateral" means the Article 9 Collateral and Pledged Collateral.

"Collateral Agent" has the meaning assigned to such term in the preamble to this Agreement.

"Copyright License" means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"Copyright Security Agreement" means the Copyright Security Agreement substantially in the form of Exhibit II.

"Copyrights" means, with respect to any Person, any and all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the USCO~~,~~ (or any successor office or any similar office any other country), including, in the case of any Grantor, registrations, supplemental registrations and pending applications for registration in the USCO set forth next to its name on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"Federal Securities Laws" has the meaning assigned to such term in Section 4.04.

"Grantors" means (a) Holdings, (b) the Borrower, (c) each other Grantor party hereto as of the date hereof and (d) each Restricted Subsidiary that becomes a party to this Agreement as a Grantor after the Effective Date.

"~~Initial~~ Holdings" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"Instruments" has the meaning assigned to such term in Article 9 of the UCC.

"Intellectual Property" means, with respect to any Person, any and all intellectual and similar property of every kind and nature, now owned or hereafter acquired by any such Person, including inventions (whether or not patentable), designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Person is a party, including those exclusive Copyright Licenses under which any Grantor is a licensee listed on Schedule III.

~~"Merger Sub" has the meaning assigned to such term in the introductory paragraph of this Agreement.~~

~~"Norvax" has the meaning assigned to such term in the introductory paragraph of this Agreement.~~

"Patent License" means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

"Patent Security Agreement" means the Patent Security Agreement substantially in the form of Exhibit III.

"Patents" means, with respect to any Person, any and all of the following now owned or hereafter acquired by such Person: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the USPTO~~,~~ (or any successor office or any similar office in any other country), including, in the case of any Grantor, those filed in connection therewith in the USPTO listed on Schedule III, (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and (c) the inventions disclosed or claimed in any of the foregoing and any improvements to such inventions, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 2.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 2.01.

"Pledged Equity Interests" has the meaning assigned to such term in Section 2.01.

"Pledged Securities" means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership certificates or other securities now or hereafter included in the Pledged Collateral, including all Pledged Debt Securities~~, all Pledged Equity Securities~~ and all certificates, Instruments or other documents representing or evidencing any Pledged ~~Collateral~~Equity Interests.

"Security Interest" has the meaning assigned to such term in Section 3.01(a).

"Supplement" means an instrument substantially in the form of Exhibit I attached hereto, or any other form approved by the Collateral Agent, and in each case reasonably satisfactory to the Collateral Agent.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"Trademark Security Agreement" means the Trademark Security Agreement in the form

of Exhibit IV.

"Trademarks" means, with respect to any Person, any and all of the following now owned or hereafter acquired by such Person: (a) any and all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the USPTO (or any successor office) or any similar offices in any State of the United States or any other country, and all extensions or renewals thereof, including, in the case of any Grantor, any registrations and applications filed in connection therewith in the USPTO set forth next to its name on Schedule III, (b) any and all goodwill associated therewith or symbolized thereby and (c) any and all other assets, rights and interests that uniquely reflect or embody such goodwill.

"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.

"USCO" means the United States Copyright Office.

"USPTO" means the United States Patent and Trademark Office.

ARTICLE II

Pledge of Securities

SECTION 2.01 Pledge. As security for the payment or performance, as the case may be, in full of ~~all~~the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in the ~~Pledged Collateral. "Pledged Collateral" shall mean the collective reference to the following: -~~all of such Grantor's right, title and interest in, to and under (collectively, the "Pledged Collateral"):

(a) ~~a)~~(i) ~~the shares of capital stock and other~~all Equity Interests owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II; (ii) any other Equity Interests obtained in the future by such Grantor and (iii) the certificates and other instruments (if any) representing all such Equity Interests (collectively, the "Pledged Equity Interests"); ~~provided that the Pledged Equity Interests shall not include any Excluded Assets;~~

(b) ~~(b)~~(i) ~~the~~all debt securities owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to or otherwise acquired by such Grantor and (iii) the promissory notes, Instruments, Negotiable Instruments, Chattel Paper and any other instruments evidencing all such debt securities (collectively, the "Pledged Debt Securities"); ~~provided that the Pledged Debt Securities shall not include any Excluded Assets;~~

~~provided, however, that the Security Interest shall immediately attach to, and the Article 9 Collateral shall immediately include, any such asset~~

(c) ~~(or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset; (c)~~ all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 2.01 and Section 2.02;

(d) ~~(d)~~ subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Equity Interests and Pledged Debt Securities;

(e) ~~(e)~~ subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities, instruments and other property referred to in clauses (a), (b), (c) and (d) above~~; and (f) all Proceeds of any of the foregoing.~~, including all governance rights, rights to vote, consent to action and otherwise participate in the management of the issuer of any Pledged Equity Interests; and

(f) all Proceeds of any of the foregoing;

provided that neither the "Pledged Collateral" nor any defined term used therein shall include any Excluded Assets, except that the pledge and security interest granted under this Section 2.01 shall immediately attach to, and the "Pledged Collateral" shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset.

SECTION 2.02 Delivery of the Pledged Collateral.

(a) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities ~~(i)~~ representing ~~any~~ Pledged Equity Interests ~~of the Borrower and the Subsidiary Loan Parties~~(to the extent certificated) and Pledged Debt Securities owned by such Grantor on the date hereof and (ii) ~~all other~~in the case of any Pledged Securities representing ~~any~~ Pledged Equity Interests ~~required to be delivered pursuant to the definition of "Collateral and Guarantee Requirements" in the Credit Agreement~~or Pledged Debt Securities acquired after the Effective Date, as promptly as practicable, and in any event within ~~90~~30 days after the ~~Effective Date~~acquisition thereof (or such later date as the Collateral Agent may reasonably agree)~~ in each case, in the case of any such Pledged Securities owned by such Grantor on the date hereof~~. Each Grantor acknowledges and agrees that ~~(i),~~ to the extent any interest in any limited liability company or limited partnership controlled now or in the future by such Grantor (or by such Grantor and one or more other Loan Parties or controlled Affiliates) and pledged hereunder is a "security" within the meaning of Article 8 of the UCC and is governed by Article 8 of the UCC, (i) such interest shall be (x) certificated ~~or subject to a control agreement for such uncertificated interest;~~ and such certificate shall be delivered to the Collateral Agent in accordance with this Section 2.02(a) or (y) subject to a control agreement for such uncertificated interest in form and substance reasonably satisfactory to the Collateral Agent, and (ii) each such interest shall at all times hereafter continue to be such a security and represented by such certificate or subject to a control agreement. Each Grantor further acknowledges and agrees that with respect to any interest in any limited liability company or limited partnership controlled now or in the future by such Grantor (or by such Grantor and one or more other Loan Parties or controlled Affiliates) and pledged hereunder that is not a "security" within the meaning of Article 8 of the UCC, the terms of such interest shall at no time provide that such interest is a "security" within the meaning of Article 8 of the UCC, nor shall such interest be represented by a certificate, unless such Grantor provides prior written notification to the Collateral Agent that the terms of such interest so provide that such interest is a "security" within the meaning of Article 8 of the UCC and such interest is thereafter represented by a certificate ~~or subject to a control~~

~~agreement; and such certificate shall be~~ delivered to the Collateral Agent in accordance with this

Section 2.02(a) or subject to a control agreement for such uncertificated interest in form and substance reasonably satisfactory to the Collateral Agent.

(b) As promptly as practicable, and in any event within (i) ~~90 days after the Effective Date~~the time period provided for in Section 5.14 of the Credit Agreement (to the extent applicable) or (ii) 30 days after the acquisition thereof~~, as applicable~~ (or~~, in each case,~~ such longer time as may be agreed to by the Collateral Agent), each Grantor will cause any Indebtedness for borrowed money owed to such Grantor by Holdings, the Borrower or any Restricted Subsidiary to be evidenced by the Intercompany Note and such Intercompany Note to be pledged in favor of the Collateral Agent and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any certificate or promissory note representing Pledged Securities required to be delivered to the Collateral Agent under this Section 2.02 shall be accompanied by undated stock or note powers, as applicable, duly executed in blank or other undated instruments of transfer duly executed in blank and reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral required to be delivered to the Collateral Agent under this Section 2.02 shall be accompanied by undated proper instruments of assignment duly executed in blank by the applicable Grantor and such other instruments and documents as the Collateral Agent may reasonably request.

SECTION 2.03 Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) as of the Effective Date, Schedule II sets forth a true and complete list, with respect to such Grantor, of (i) all the Equity Interests directly owned by such Grantor in any other Grantor or any Restricted Subsidiary and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by such Grantor and (ii) all the Pledged Debt Securities owned by such Grantor with a face value in excess of $500,000 individually;

(b) the Pledged Equity Interests and the Pledged Debt Securities owned by such Grantor have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Equity Interests, are fully paid and non-assessable (to the extent applicable in the relevant jurisdiction) and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally; provided that the foregoing representations, insofar as they relate to the Pledged ~~Debt Securities~~Collateral issued by a Person other than ~~Holdings, the Borrower~~any Grantor or any other ~~Restricted~~ Subsidiary, are made to the knowledge of such Grantors;

(c) except for the security interests granted hereunder and under any other Loan Documents, ~~as of the Effective Date,~~ each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Collateral indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement, and (iii) ~~if requested by the Collateral Agent,~~ will use commercially reasonable efforts to defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement

and the other Loan Documents and Liens expressly permitted pursuant to Section 6.02) of the Credit Agreement), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations (i) imposed or permitted by the Loan Documents or securities laws generally and (ii) in the case of Pledged Equity Interests of Persons that are not ~~wholly-owned~~ Subsidiaries, transfer restrictions that exist at the time of the acquisition of Equity Interests in such Persons, the Pledged ~~Equity Interests and, to the extent issued by Holdings, the Borrower or any Restricted Subsidiary, the Pledged Debt Securities are~~Collateral is and will continue to be freely transferable and assignable, and none of the Pledged ~~Equity Interests and, to the extent issued by Holdings, the Borrower or any Restricted Subsidiary, the Pledged Debt Securities are~~Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated~~; and~~ and such pledge does 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 hereunder;

(f) by virtue of the execution and delivery by the Grantors of this Agreement, the Collateral Agent, for the benefit of the Secured Parties, has a legal and valid security interest in the Pledged Securities securing the payment and performance of the Secured Obligations and when any Pledged Securities are delivered to and subject to continued possession by the Collateral Agent in the State of New York in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities, under the UCC to the extent such lien and security interest may be created and perfected under the UCC, as security for the payment and performance of the Secured Obligations~~, subject to no prior Lien other than Liens permitted by Section 6.02 of the Credit Agreement.~~; and

(g) the pledge effected hereby is effective to vest in the Collateral Agent, for the ratable benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein and all action by any Grantor necessary or desirable to protect and perfect the Lien on the Pledged Collateral has been or, subject to Section 5.14 of the Credit Agreement, will be duly taken.

SECTION 2.04 Certain Agreements of Grantors as Holders of Equity Interests. In the case of each Grantor which is a partner, shareholder or member, as the case may be, in a partnership, limited liability company or other entity, such Grantor hereby consents to the extent required by the applicable Organizational Document to the pledge by each other Grantor, pursuant to the terms hereof, of the Pledged Securities in such partnership, limited liability company or other entity and, upon the occurrence and during the continuance of an Event of Default ~~subject to prior notice~~, to the transfer of such Pledged Securities to the Collateral Agent or its nominee and to the substitution of the Collateral Agent or its nominee as a substituted partner, shareholder or member in such partnership, limited liability company or other entity, in each case, in accordance with the provisions herein and upon written notice to the Borrower, with all the rights, powers and duties of a general partner, limited partner, shareholder or member, as the case may be.

SECTION 2.05 Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and is continuing and the Collateral Agent shall have provided the Grantors ~~prior~~

written notice of its intent to exercise such rights, the Collateral Agent, on behalf of the Secured Parties,

shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. If an Event of Default shall have occurred and is continuing and the Collateral Agent shall have so notified the Grantors of its intent to exercise such rights in accordance with the terms hereof, the Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

SECTION 2.06 Voting Rights; Dividends and Interest.

(a) Unless and until an Event of Default shall have occurred and is continuing and, solely in the case of clause (i) below, the Collateral Agent shall have provided the Borrower ~~prior~~ written notice that the rights of the Grantors under this Section 2.06 are being suspended (in each case, subject to Section 2.06(d) below), which notice shall be deemed to have been given automatically upon the occurrence of an Event of Default under Section 7.01(h) or (i) of the Credit Agreement:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents;

(ii) the Collateral Agent shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, at such Grantor's sole expense, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section;

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer reasonably requested by the Collateral Agent). So long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall promptly deliver to each Grantor, at such Grantor's sole expense, any Pledged Securities in its possession if requested to be delivered to the issuer thereof in connection with any exchange

or redemption of such Pledged Securities permitted by the Credit Agreement in accordance with this Section 2.06(a)(iii).

(b) Upon the occurrence and during the continuance of an Event of Default, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement reasonably requested by the Collateral Agent). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, the Collateral Agent shall promptly repay to each Grantor all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified (or shall have been deemed to have notified pursuant to Section 2.06(a)) the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate of a Responsible Officer of the Borrower to that effect, all rights vested in the Collateral Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers that they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a)(i) of this Section 2.06 (i) shall be given in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) of this Section 2.06 in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

(e) Without limiting any of the rights set forth in this Section 2.06, each Grantor hereby grants to the Collateral Agent an irrevocable proxy to vote all or any part of the Pledged Collateral held by such Grantor and to exercise all other rights, powers, privileges and remedies to which a holder of such Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective

automatically and without the necessity of any action (including any transfer of such Pledged Securities

on the record books of the issuer thereof) by any other Person (including the issuer of such Equity Interests or any officer or agent thereof) during each period of time that an Event of Default has occurred and is continuing. Each Grantor acknowledges and agrees that the irrevocable proxy granted to the Collateral Agent by such Grantor pursuant to the preceding sentence with respect to the Pledged Collateral held by such Grantor is coupled with an interest and shall be exercisable by the Collateral Agent during each period of time that an Event of Default has occurred and is continuing, regardless of the length of any such period of time. In furtherance thereof, to the fullest extent permitted by applicable law, each Grantor hereby authorizes and instructs any issuer with respect to any Pledged Collateral to (x) comply with any instruction received by it from the Collateral Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each such issuer shall be fully protected in so complying following receipt of such notice and prior to further notice from the Collateral Agent that such Event of Default is no longer continuing, and (y) except as otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to any Pledged Collateral during the occurrence and continuance of such Event of Default directly to the Collateral Agent.

(f) Each Grantor shall execute and deliver to the Collateral Agent, or cause to be executed and delivered to the Collateral Agent, all such proxies, powers of attorney and other instruments as the Collateral Agent may reasonably request (at the sole expense of such Grantor) for the purpose of enabling the Collateral Agent or its nominee to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to clauses (c) and (e) above. All prior proxies given by any Grantor with respect to any of the Pledged Collateral (other than to Collateral Agent), are hereby revoked, and no subsequent proxies (other than to Collateral Agent) will be given with respect to any of the Pledged Collateral, unless the Collateral Agent otherwise subsequently agrees in writing. The Collateral Agent, as proxy, will be empowered and may exercise the irrevocable proxy to vote the Pledged Collateral at any and all times during the existence of an Event of Default, including, but not limited to, at any meeting of shareholders, partners, or members, as the case may be, however called, and at any adjournment thereof, or in any action by written consent, and may waive any notice otherwise required in connection therewith. To the fullest extent permitted by applicable law, the Collateral Agent shall have no agency, fiduciary, or other implied duties to any Grantor, any Credit Party, or any other Person when acting in its capacity as such proxy or attorney-in-fact. Each Grantor hereby waives and releases to the fullest extent permitted by applicable law any claims that it may otherwise have against the Collateral Agent with respect to any breach or alleged breach of any such agency, fiduciary, or other duty.

ARTICLE III

Security Interests in Personal Property

SECTION 3.01 Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(i) all Accounts;

(ii) all Chattel Paper, including Electronic Chattel Paper;

(iii) all cash and Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles, including all Intellectual Property, together with the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

(vii) all Instruments;

(viii) all Licenses;

(ix) all Inventory;

(x) all other Goods and Fixtures;

(xi) all Investment Property;

(xii) all Letter-of-Credit Rights;

(xiii) all Commercial Tort Claims in respect of which the amount of damages claimed by such Grantor is in an amount reasonably estimated to exceed $1,000,000 and specifically described on Schedule IV hereto, as such schedule may be supplemented from time to time pursuant to Section 3.04(c);

(xiv) all books and records pertaining to the Article 9 Collateral; and

(xv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all ~~supporting obligations~~Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that in no event shall the Security Interest attach to ~~any~~, and in no event shall the Article 9 Collateral include, any Excluded Assets; provided, however, that the Security Interest shall immediately attach to, and the Article 9 Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent (or its designee) for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Collateral Agent reasonably determines is necessary or advisable to ensure the perfection of the security interests in the Collateral granted under this Agreement, including indicating the Collateral as "all assets" of such Grantor or words of similar effect, and (ii) contain the information required by Article 9 of the UCC or the analogous legislation of each applicable jurisdiction for the filing of any financing

statement or amendment, including (A) whether such Grantor is an organization, the type of organization

and, if required in the applicable jurisdiction, any organizational identification number issued to such Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Collateral Agent promptly upon the Collateral Agent's reasonable request.

(c) The Collateral Agent (or its designee) is further authorized to file with the USCO and the USPTO (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, recording, confirming, evidencing, continuing, enforcing or protecting the Security Interest in ~~United States~~ Intellectual Property constituting Article 9 Collateral and granted hereunder by each Grantor and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party. ~~No Grantor shall be required to complete any filings or other action with respect to the perfection of the Security Interests created hereby in any Intellectual Property subsisting in any jurisdiction outside of the United States.~~

(d) The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(e) Notwithstanding anything herein to the contrary, in each case except as otherwise required by the Credit Agreement, (i) the Grantors shall not be required to take any action intended to cause Excluded Assets to constitute Collateral and (ii) none of the covenants or representations and warranties herein shall be deemed to apply to any property constituting Excluded Assets.

SECTION 3.02 Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good title to, or valid leasehold interests in its Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder, (i) free and clear of all Liens except for Liens permitted by Section 6.02 of the Credit Agreement 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, and has full power and authority to grant to the Collateral Agent, for the benefit of the Secured Parties, the Security Interest in such Article 9 Collateral pursuant hereto and to execute and deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) As of the Effective Date, Schedule I has been duly prepared and completed and the information set forth therein, including the exact legal name, jurisdiction of organization and chief executive office of each Grantor, is correct and complete in all ~~material respects (except that the information therein with respect to the exact legal name of each Grantor shall be correct and complete in all respects)~~respects. The UCC financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in Schedule I for filing in the applicable filing office specified in Schedule I (or specified by notice from the Borrower to the Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03 or 5.12 of the

Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the USCO and the USPTO in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, United States Trademarks and United States Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of registered, issued or applied for Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof).

(c) The Grantors represent and warrant that as of the Effective Date, to the extent necessary, a fully executed Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, in each case containing a description of the Article 9 Collateral consisting of United States registered Patents, United States registered Trademarks, United States registered Copyrights and applications for registration or issuance in respect of the foregoing, as applicable, that do not constitute Excluded Assets have been delivered to the Collateral Agent for recording with the USCO or the USPTO, as applicable, pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, in respect of all Article 9 Collateral consisting of such United States Patents, United States Trademarks and United States Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions. To the extent a security interest may be perfected by filing, recording or registration in the USPTO or USCO under the Federal intellectual property laws, then no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than (i) such filings and actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of registered, issued or applied for United States Patents, United States Trademarks and United States Copyrights acquired or developed by a Grantor after the date hereof and (ii) the UCC financing continuation statements contemplated in Section 3.02(b)).

(d) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in paragraph (b) and (c) of this Section 3.02, a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC and (iii) subject to the filings described in paragraph (b) and (c) of this Section 3.02, a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the recording of a Patent Security Agreement, a Trademark Security Agreement and a Copyright Security Agreement, as applicable, with the USCO and the USPTO, as applicable.

(e) The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement that have priority as a matter of law. The Article 9 Collateral (except with respect to Intellectual Property owned by a third party as to which such Grantor has been granted a License) is owned by the respective Grantors thereof free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the UCC or any other applicable laws covering any Article 9 Collateral securing the payment and performance of the Secured Obligations, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument

covering any Article 9 Collateral with the USCO and the USPTO ~~or~~, (iii) any notice under the

Assignment of Claims Act, or (iv) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement.

~~(f) The Perfection Certificate has been duly prepared, completed and executed and the certifications set forth therein are true and correct in all material respects, as of the Effective Date.~~

SECTION 3.03 Covenants.

(a) Each Grantor shall, at its own expense, ~~upon the reasonable request of the Collateral Agent,~~ take any and all commercially reasonable actions necessary to (i) defend title to the Article 9 Collateral against all Persons, except with respect to Article 9 Collateral (other than Intellectual Property, which is governed by Section 3.05) that such Grantor determines in its reasonable business judgment is no longer necessary or beneficial to the conduct of such Grantor's business, and (ii) defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement~~, subject to the rights of such Grantor under Section 9.15 of the Credit Agreement and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents~~; provided that~~,~~ nothing in this Agreement shall prevent any Grantor from discontinuing the operation or maintenance of any of its assets or properties if such discontinuance is (x) determined by such Grantor to be desirable in the conduct of its business and (y) ~~not prohibited~~otherwise permitted by the Credit Agreement.

(b) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing and recording of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any Grantor shall at any time hold or acquire any Promissory Note, Instrument, Tangible Chattel Paper or other instrument ~~evidencing Indebtedness for borrowed money of any Person, other than Holdings, the Borrower or the Restricted Subsidiaries to the extent such Indebtedness is solely evidenced by the Intercompany Note, in an aggregate principal amount in excess of $2,500,000 such note or~~with a face value in excess of $500,000, such Promissory Note, Instrument, Tangible Chattel Paper or other instrument shall be promptly (and in any event within 30 days of receipt by such Grantor or such longer period as the Collateral Agent may agree in its reasonable discretion) pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, together with an undated instrument of transfer duly executed in blank ~~and~~or otherwise duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt written notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to identify specifically any asset or item that may constitute an application or registration for any ~~United States~~ Copyright, ~~United States~~ Patent or ~~United States~~ Trademark, in each case owned by such Grantor and that constitutes Article 9 Collateral; provided that any Grantor shall have the right, exercisable within 10 days (or such longer period as shall be agreed by the Borrower and the Collateral Agent) after it has been notified in writing by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in

writing of any inaccuracy (i) with respect to such supplement or additional schedule or (ii) of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that, at the reasonable request of the Collateral Agent, it will use commercially reasonable efforts to take such action as shall be reasonably necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 10 days (or such longer period as shall be agreed by the Borrower and the Collateral Agent) after the date it has been notified in writing by the Collateral Agent of the specific identification of such Collateral.

In the event that any such Grantor, whether by acquisition, assignment, filing or otherwise, acquires any right in any Intellectual Property (including, without limitation, continuation-in-part patent applications) after the date hereof that are not Excluded Assets (collectively, the "After-Acquired Intellectual Property"), such After-Acquired Intellectual Property shall automatically be included as part of the Collateral and shall be subject to the terms and conditions of this Agreement. Promptly upon the end of each fiscal quarter, but no later than 10 days therefrom, such Grantor shall (i) provide the Collateral Agent an updated Schedule III identifying the After-Acquired Intellectual Property issued by, registered with or filed in the USCO and the USPTO (or any successor office or similar office in any other country), as applicable, acquired during such fiscal quarter; and (ii) promptly execute and file with the USCO and the USPTO (or such similar office in any other country), as applicable, supplements to Exhibits II, III or IV, as applicable, to record the grant of the security interest hereunder in such After-Acquired Intellectual Property. As soon as practicable upon each such filing and recording, such Grantor shall deliver to the Collateral Agent true and correct copies of the relevant documents, instruments and receipts evidencing such filing and recording.

(c) If an Event of Default shall have occurred and is continuing and the Collateral Agent shall have notified the Grantors of its intent to exercise such rights, at its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement and this Agreement or any other Loan Document and each Grantor jointly and severally agrees to reimburse the Collateral Agent in accordance with Section 9.03 of the Credit Agreement and Section 5.03 of this Agreement; provided, however, the Grantors shall not be obligated to reimburse the Collateral Agent with respect to any Intellectual Property that any Grantor has failed to maintain or pursue, or otherwise allowed to lapse, expire, or terminate in accordance with Section 3.05(e) and Section 6.05 of the Credit Agreement. Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(d) Each Grantor shall remain liable, as between such Grantor and the relevant counterparty under each contract, agreement or instrument relating to the Article 9 Collateral, to observe and perform all the conditions and obligations to be observed and performed by it under such contract, agreement or instrument, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

(e) ~~Notwithstanding anything herein to the contrary, it is understood that so long as no Event of Default has occurred and is continuing no Grantor shall be required by this Agreement to better assure, preserve, protect or perfect the security interests created hereunder by any means other than (i) filings pursuant to the UCC, (ii) filings with the USCO and the USPTO and (iii) in the case of Pledged~~

~~Securities or Collateral that constitutes Tangible Chattel Paper, Pledged Securities, Certificated~~

~~Securities or Negotiable Instruments, delivery thereof to the Collateral Agent in accordance with the terms hereof (together with, where applicable, undated stock or note powers or other undated proper instruments of assignment).~~ In no event shall any Grantor be required to ~~(i) complete or effect any filings or other action with respect to the perfection of the security interests created hereby in any non-U.S. jurisdiction or be required to take any other actions required by the laws of any non-U.S. jurisdiction or (ii)~~ deliver (x) control agreements or other control or similar arrangements with respect to Excluded Accounts or (y) any landlord lien waivers, estoppels, collateral access letters or other similar agreements.

(f) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, upon the occurrence and during the continuance of an Event of Default and ~~after~~upon notice to the Borrower of its intent to exercise such rights, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. Upon the occurrence and during the continuance of an Event of Default, in the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required by Section 5.07 of the Credit Agreement or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable and documented out of pocket attorney's fees, court costs, expenses and other charges relating thereto, shall be payable in accordance with Section 9.03 of the Credit Agreement and Section 5.03 of this Agreement, as applicable, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

SECTION 3.04 Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated by such Grantor to exceed $~~2,500,000~~1,000,000 (as reasonably estimated by the Borrower) for which this clause has not been satisfied and for which a complaint in a court of competent jurisdiction has been filed, such Grantor shall, not later than the date on which the Borrower is next required to deliver a Compliance Certificate under Section 5.01 of the Credit Agreement (or such longer period as the Collateral Agent may agree in its reasonable discretion), notify the Collateral Agent thereof in a writing signed by such Grantor, including a summary description of such claim, and Schedule IV shall be deemed to be supplemented to include such description of such Commercial Tort Claim as set forth in such writing.

(b) Investment Property. Except to the extent otherwise provided in Article II, if any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such undated instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof in writing and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) cause the issuer to agree to comply with

instructions originated by the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the securities. Each Grantor that is an issuer of any securities included in the Collateral agrees to comply with instructions originated by the Collateral Agent as to such securities, without further consent of the registered owner of such securities. If any securities, whether certificated or uncertificated, or other Investment Property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a Securities Intermediary or Commodity Intermediary, such Grantor shall promptly notify the Collateral Agent thereof in writing and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) cause such Securities Intermediary or Commodity Intermediary, as the case may be, (x) to agree to comply with Entitlement Orders from the Collateral Agent to such Securities Intermediary as to such securities or other Investment Property, or (as the case may be) (y) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such Commodity Intermediary, in each case without further consent of any Grantor or such nominee, or (ii) in the case of Financial Assets (as governed by Article 8 of the Uniform Commercial Code) or other Investment Property held through a Securities Intermediary, arrange for the Collateral Agent to become the Entitlement Holder with respect to such Investment Property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such Entitlement Orders or instructions or directions to any such issuer, Securities Intermediary or Commodity Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this clause (c) shall not apply to any Financial Assets credited to a Securities Account for which the Collateral Agent is the Securities Intermediary.

SECTION 3.05 Covenants Regarding Patent, Trademark and Copyright Collateral.

(a) Except to the extent failure so to act could not reasonably be expected to have a Material Adverse Effect ~~of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement~~, with respect to registration or pending application of each item of its Intellectual Property (to the extent constituting Article 9 Collateral) for which such Grantor has standing and ability to do so, each Grantor agrees (i) to take all reasonable action to maintain the validity and enforceability of any ~~United States registered~~ Intellectual Property (or applications therefor) owned by such Grantor (to the extent constituting Article 9 Collateral) and to maintain such registrations and applications of Intellectual Property in full force and effect and (ii) to pursue the registration and maintenance of each ~~United States~~ Patent, ~~United States~~ Trademark or ~~United States~~ Copyright registration or application, now or hereafter included in the Intellectual Property of such Grantor (to the extent constituting Article 9 Collateral), including the payment of required fees and taxes, the filing of responses to office actions issued by the USCO and the USPTO (or any successor office or similar office in any other country, as applicable) or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect ~~of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement~~, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property owned by such Grantor (to the extent constituting Article 9 Collateral) may lapse, be terminated, or become

invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive

value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect ~~of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement~~, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property owned by such Grantor (to the extent constituting Article 9 Collateral), including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks owned by such Grantor (to the extent constituting Article 9 Collateral), consistent with the quality of the products and services as of the date hereof, and taking all steps, to the extent required under applicable law in order to preserve the validity of the Trademarks, to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property after the Effective Date, (i) the provisions of this Agreement shall automatically apply thereto, (ii) any registrations and applications included in such Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become Intellectual Property subject to the terms and conditions of this Agreement, and (iii) such Grantor shall, not later than the date on which the Borrower is next required to deliver a Compliance Certificate under Section 5.01 of the Credit Agreement (or such longer period as the Collateral Agent may agree in its reasonable discretion), notify the Collateral Agent thereof in a writing of such Intellectual Property and confirm the attachment of the Lien and security interest created by this Agreement thereto by execution of a Trademark Security Agreement, a Copyright Security Agreement or a Patent Security Agreement, as applicable, and file such agreements as shall be reasonably necessary to create, preserve, protect or perfect the Administrative Agent's security interest in such Intellectual Property.

(e) Notwithstanding the foregoing, nothing in this Section 3.05 or otherwise in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, abandoning, failing to pursue or otherwise allowing to lapse, expire, become invalid or unenforceable, be placed in the public domain (or in case of a trade secret, lose its competitive value), or terminate any of its Intellectual Property to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

SECTION 3.06 Reinstatement. Each Grantor agrees that its grant of a security interest hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Secured Obligations is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of the Borrower, any other Loan Party or otherwise.

ARTICLE IV

Remedies

SECTION 4.01 Remedies upon Default. If an Event of Default shall have occurred and is continuing, each Grantor agrees that it will, upon the reasonable request of the Collateral Agent, promptly assemble each item of Collateral and make it available to the Collateral Agent or any Person designated by the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: ~~(a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors~~

~~to the Collateral Agent, for the benefit of the Secured Parties, or to license or sublicense, whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers cannot be obtained), (b)~~, with or without legal process and with or without prior notice or demand for performance ~~(but with prior notice to the extent required herein)~~, to take possession of the Article 9 Collateral and the Pledged Collateral and, to the extent lawful, to enter any premises where the Article 9 Collateral or the Pledged Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and the Pledged Collateral and (c) to exercise any and all rights afforded to a secured party under the UCC or other applicable law. ~~Without~~During the continuance of an Event of Default, without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 and 9-612 of the UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any ~~public~~such sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and the Collateral Agent, may and shall at the direction of the Required Lenders, make payment on account thereof by using any of the ~~Loan Document~~Secured Obligations as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For

purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as

a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose on the Liens and Security Interest granted under this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

SECTION 4.02 Application of Proceeds. ~~The Administrative~~Subject to the terms of any Intercreditor Agreement, the Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment in full of all costs and expenses incurred by the Collateral Agent and Administrative Agent in connection with such collection, sale, foreclosure or realization or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, as the case may be, including all court costs and fees and expenses of its agents and legal counsel payable under the Credit Agreement, the repayment of all advances made by the Collateral Agent and Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. The Administrative Agent shall have no liability to any of the Secured Parties for actions taken in reliance on information supplied to it as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Secured Obligations.

SECTION 4.03 Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement, each Grantor, solely during the continuance of an Event of Default, or if the Collateral Agent's exercise of remedies hereunder has commenced, grants to the Collateral Agent a nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for

the compilation or printout thereof to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral consisting of Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein (provided such agreement is in existence prior to and not entered into in contemplation of such Event of Default or with the purpose of hindering or impairing the rights of the Collateral Agent hereunder) and (b) is not prohibited by any Requirements of Law. The use of such license by the Collateral Agent may only be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; provided further that any license, sublicense or other transaction entered into with the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 4.04 Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral permitted hereunder, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws to the extent the Collateral Agent has determined that such a registration is not required by any Requirement of Law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent and the other Secured Parties shall incur no responsibility or liability solely for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE V

Miscellaneous

SECTION 5.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02 Waivers; Amendment.

(a) No failure or delay by the Collateral Agent, any Lender or any Issuing Bank in exercising any right or power hereunder or under any other 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 Collateral Agent, the Lenders and the Issuing Banks 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 this Agreement 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 5.02, 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 or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; provided that the Collateral Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Collateral Agent set forth in the definition of the term "Collateral and Guarantee Requirement" in the Credit Agreement.

SECTION 5.03 Collateral Agent's Fees and Expenses; Indemnification.

~~(a)~~ The terms of Section 9.03 of the Credit Agreement with respect to expenses, indemnity, and damage waiver are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms (with each reference to the "Borrower" being deemed to include each Grantor). ~~Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Collateral Agent as provided in Section 9.03(a) of the Credit Agreement (provided that each reference therein to the "Borrower" shall be deemed to be a reference to "each Grantor") to the extent the Borrower would be required to reimburse the Collateral Agent pursuant to Section 9.03(a) of the Credit Agreement.~~

~~(b) Each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Collateral Agent and the other Indemnified Persons as provided in Section 9.03(b) of the Credit Agreement (provided that each reference therein to the "Borrower" shall be deemed to be a reference to "each Grantor") to the extent the Borrower would be required to indemnify the Collateral Agent and the other Indemnified Persons pursuant to Section 9.03(b) of the Credit Agreement.~~

~~(c) To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnified Person (i) 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, or (ii) 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, or any Loan or Letter of Credit or the use of the proceeds thereof.~~

~~(d)~~ The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. ~~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 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.~~

SECTION 5.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Collateral Agent, any Lender, any Issuing Bank or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as the Termination Date shall have occurred.

SECTION 5.06 Counterparts; Effectiveness; Several Agreement. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder. 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 amendments, 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.

SECTION 5.07 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. ~~The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.~~

SECTION 5.08 Right of Set-Off. If an Event of Default shall have occurred and be continuing, each Lender and each Issuing Bank 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) at any time held and other obligations (in whatever currency) at any time owing by such Lender or such Issuing Bank to or for the credit or the account of any Grantor against any of and all the Secured Obligations of such Grantor then due and owing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such Secured Obligations are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender and Issuing Bank shall notify the applicable Grantor and the Collateral 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 setoff and application under this Section 5.08. The rights of each Lender and each Issuing Bank under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender or Issuing Bank may have. Notwithstanding the foregoing, no amount set off from any Grantor shall be applied to any Excluded Swap Obligation of such Grantor.

SECTION 5.09 Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

~~(a)~~ The terms of Section 9.09 of the Credit Agreement with respect to governing law, submission to jurisdiction, and consent to service of process are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms. ~~This Agreement shall be construed in accordance with and governed by the law of the State of New York.~~

~~(b) Each party to this Agreement 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 this Agreement or any other 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 this Agreement shall affect any right that the Administrative Agent, Collateral Agent, any Lender or any Issuing Bank may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its respective properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement 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 5.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by law.

(e) Each Grantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding and the Borrower hereby accepts said designation and appointment.

SECTION 5.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY 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 THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (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 5.10.THE TERMS OF SECTION 9.10 OF THE CREDIT AGREEMENT WITH RESPECT TO WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

SECTION 5.11 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 5.12 Security Interest Absolute. To the extent permitted by law, all rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the

Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to,

or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 5.13 Termination or Release.

(a) This Agreement, the Security Interest and all other security interests granted hereby shall automatically terminate upon the occurrence of the Termination Date.

(b) ~~The~~A Subsidiary Loan Party shall be automatically released from its obligations under this Agreement and the Security Interest and all other security interests granted ~~hereby~~by such Subsidiary Loan Party hereunder shall also automatically terminate and be released at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement. ~~A Subsidiary Loan Party shall also be automatically released from its obligations under this Agreement at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.~~

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral 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 and shall perform such other actions reasonably requested by such Grantor to effect such release, including delivery of certificates, securities and instruments; provided that the Borrower and the applicable Loan Party shall have provided the Collateral Agent such information or documents as the Collateral Agent shall reasonably request, which may include a certificate of a Responsible Officer of the Borrower certifying that the applicable transaction is permitted under the Credit Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

(d) In the event of any conflict between the terms of Section 9.15 of the Credit Agreement and this Section 5.13, the terms of Section 9.15 of the Credit Agreement shall govern and control.

SECTION 5.14 Additional Grantors. Pursuant to the Credit Agreement, certain additional Restricted Subsidiaries may or may be required to become Grantors after the date hereof. Upon execution and delivery by the Collateral Agent and a Restricted Subsidiary of a Supplement, any such Restricted Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Restricted Subsidiary as a party to this Agreement.

SECTION 5.15 Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Borrower of its intent to exercise such rights (which notice requirement shall be satisfied by delivery by the Collateral Agent or the Administrative Agent of any notice of default under the Credit Agreement or any other Loan Documents), with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof;

(b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact, in each case, as determined in a final and non-appealable judgment by a court of competent jurisdiction.

SECTION 5.16 Limitation on Duty in Respect of Collateral. Beyond the exercise of reasonable care in the custody and preservation thereof, the Collateral Agent will have no duty as to any Collateral in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Collateral Agent shall be deemed to have used reasonable care in the custody and preservation of any of the Collateral, if such Collateral is accorded treatment substantially similar to that which the Collateral Agent accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Collateral Agent in good faith, except to the extent that such liability arises from the Collateral Agent's gross negligence or willful misconduct, as determined in a final and non-appealable judgment by a court of competent jurisdiction.

SECTION 5.17 Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

~~SECTION 5.18 Consummation of Merger. It is understood that notwithstanding the execution and delivery of signature pages by Norvax with respect to this Agreement and the other Loan Documents prior to the effectiveness of the Merger, Norvax shall not be deemed to be a party to this Agreement or any other Loan Document until the consummation of the Merger. Upon consummation of the Merger, this Section 5.18 shall be of no further force or effect.~~

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

the day and year first above written.

BLIZZARD MIDCO, LLC,
as ~~Initial~~ Holdings

By: _____
Name:
Title:

~~**BLIZZARD MERGER SUB, LLC,**~~
~~as Borrower prior to the consummation of the Merger~~

~~By:~~ _____
~~Name:~~
~~Title:~~

NORVAX, LLC,
~~after giving effect to the Merger, as~~as the Borrower

By: _____
Name:
Title:

GOHEALTH, LLC,
as a Grantor

By: _____
Name:
Title:

CONNECTED BENEFITS, LLC,
as a Grantor

By: _____
Name:
Title:

~~**CREATIX, INC.,**~~
~~as a Grantor~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~**OWL ROCK CAPITAL**~~

~~CORPORATION~~[_____], as Collateral Agent

By:
Name:
Title:

Schedule I to the
Collateral Agreement

GRANTORS

	Name	Jurisdiction of Formation	Chief Executive Office(s)
1.	Blizzard Midco, LLC	Delaware	375 Park Avenue New York, New York 10152
~~2.~~	~~Blizzard Merger Sub, LLC~~	~~Delaware~~	~~375 Park Avenue~~ ~~New York, New York 10152~~
2. ~~3.~~	Norvax, LLC	Delaware	~~214 West Huron Street~~222 W. Merchandise Mart Plaza, Suite 1750 Chicago, ~~Illinois~~IL 60654
3. ~~4.~~	GoHealth, LLC	Delaware	~~214 West Huron Street~~222 W. Merchandise Mart Plaza, Suite 1750 Chicago, ~~Illinois~~IL 60654
4. ~~5.~~	CONNECTED BENEFITS, LLC	Delaware	~~214 West Huron Street~~222 W. Merchandise Mart Plaza, Suite 1750 Chicago, ~~Illinois~~IL 60654
~~6.~~	~~CREATIX, INC.~~	~~Illinois~~	~~214 West Huron Street~~ ~~Chicago, Illinois 60654~~

Schedule II to the

PLEDGED EQUITY INTERESTS

Issuer	**Grantor**	**Certificate Number**	**Number of Shares of Total Outstanding Equity Interests**	**Percentage of Total Outstanding Equity Interests (%)**
~~Blizzard Midco~~Norvax, LLC	~~BLIZZARD PARENT~~Blizzard Midco, LLC	n/a	100%	100%
~~Blizzard Merger Sub, LLC~~	~~Blizzard Midco, LLC~~	~~n/a~~	~~100%~~	~~100%~~
~~Norvax, LLC~~	~~Blizzard Midco, LLC (immediately following consummation of the Merger on the Closing Date)~~	~~n/a~~	~~100%~~	~~100%~~
GoHealth, LLC	Norvax, LLC	n/a	100%	100%
CONNECTED BENEFITS, LLC	Norvax, LLC	n/a	100%	100%
~~CREATIX, INC~~e-TeleQuote Insurance, Inc.	Norvax, LLC	~~n/a~~[ ]	100%	100%
GOHEALTH S.R.O.	~~Creatix~~Norvax, ~~Inc.~~LLC	n/a	100%	65%

PLEDGED DEBT SECURITIES

Intercompany Note, dated as of September 13, 2019.

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

Trademark	Owner	App / Reg. Date	Status	App / Reg. Number	Owned / Licensed
BROKEROFFICE	Norvax, LLC	12/26/2006	Registered	3190353	Owned.
GOHEALTH	Norvax, LLC	1/18/2016	Registered	4888109	Owned.
~~GOHEALTH MARKETPLACE~~	~~Norvax, LLC~~	~~11/8/2016~~	~~Registered~~	~~5076197~~	~~Owned.~~
GOHEALTH VMO	Norvax, LLC	10/18/2016	Registered	5061928	Owned.
~~NORVAX~~	~~Norvax, LLC~~	~~2/16/2016~~	~~Registered~~	~~4900985~~	~~Owned.~~
~~SITELEVER~~	~~Norvax, LLC~~	~~11/16/2010~~	~~Registered~~	~~3875914~~	~~Owned.~~
~~GOMEDICARE~~	~~Norvax, LLC~~	~~6/27/2019~~	~~Pending~~	~~88/491931~~	~~Owned.~~

COMMERCIAL TORT CLAIMS

None.

SUPPLEMENT NO. __ dated as of [ ], ~~201~~202[ ] (this "Supplement"), to Collateral Agreement, dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings~~"), BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub~~"), NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), the other Grantors from time to time party thereto and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent and Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

A. Reference is made to (a) the Credit Agreement, dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, and after giving effect to the Merger, Norvax,~~the Borrower, the Lenders party thereto and ~~Owl Rock Capital Corporation~~[ ], as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement, as applicable.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 5.14 of the Collateral Agreement provides that certain additional Restricted Subsidiaries may become Grantors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Collateral Agreement, the New Grantor by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Grantor's right, title and interest in, to and under the Pledged Collateral and the Article 9 Collateral (as each such term is defined in the Collateral Agreement). Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include the New Grantor. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms,

except to the extent that enforceability of such obligations may be limited by applicable bankruptcy,

insolvency and other similar laws affecting creditors' rights generally.

SECTION 3. This Supplement 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. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the New Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Collateral Agreement and the Credit Agreement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule that sets forth, as of the date hereof, the true and correct legal name of the New Grantor, its jurisdiction of organization and the location of its chief executive office, (b) Schedule II sets forth, as of the date hereof, a true and complete list, with respect to the New Grantor, of (i) all the Equity Interests owned by the New Grantor in any Restricted Subsidiary and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and (c) Schedule III attached hereto sets forth, as of the date hereof, all (i) of the New Grantor's Patents constituting Article 9 Collateral, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent owned by the New Grantor, (ii) of the New Grantor's Trademarks constituting Article 9 Collateral, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Grantor, and (iii) of the New Grantor's Copyrights constituting Article 9 Collateral, including the name of the registered owner, title and, if applicable, the registration number of each such Copyright owned by the New Grantor, and (d) Schedule IV attached hereto sets forth, as of the date hereof, each Commercial Tort Claim in respect of which a complaint or counterclaim has been filed by the New Grantor seeking damages in an amount reasonably estimated by the New Grantor to exceed $~~2,500,000~~1,000,000.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. This supplement shall be construed in accordance with and governed by the law of the state of New York.

SECTION 7. Any provision of this Supplement 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. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Collateral Agreement.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its fees and expenses incurred hereunder and under the Collateral Agreement as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to the "Borrower" shall be deemed to be a reference to "the New Grantor" and each reference therein to the "Administrative Agent" shall be deemed to be a reference to the "Collateral Agent."

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly

executed this Supplement No. [__] to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY], as New Grantor

By:
Name:
Title:

~~OWL ROCK CAPITAL CORPORATION~~[_____],
as Collateral Agent

By:
Name:
Title:

Schedule I
to Supplement No. ___to the
Collateral Agreement

Legal Name	Jurisdiction of Organization	Chief Executive Office

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Date of Note	Maturity Date

Schedule III
to Supplement No. ___to the
Collateral Agreement

INTELLECTUAL PROPERTY

COMMERCIAL TORT CLAIMS

COPYRIGHT SECURITY AGREEMENT dated as of [ ], ~~201~~202[ ] (this "Agreement"), among [●] (the "Grantor") and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings"), ~~BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), after giving effect to the Merger~~ NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), each Lender from time to time party thereto and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, Norvax,~~the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Copyrights listed on Schedule I attached hereto (the "Copyright Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Agreement.

SECTION 5. Counterparts. 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. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually

signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[●], as Grantor

By:
Name:
Title:

~~OWL ROCK CAPITAL CORPORATION~~[_____], as

Collateral Agent

By:
Name:
Title:

Schedule I

PATENT SECURITY AGREEMENT dated as of [ ], ~~201~~202[ ] (this "Agreement"), among [●] (the "Grantor") and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings"), ~~BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), after giving effect to the Merger~~ NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), each Lender from time to time party thereto and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, Norvax,~~the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Patents on Schedule I attached hereto (the "Patent Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[●], as Grantor

By:
Name:
Title:

~~OWL ROCK CAPITAL CORPORATION~~[_____], as

Collateral Agent

By:
Name:
Title:

Schedule I

US_DOCS\103870.1
414-6074-0436

TRADEMARK SECURITY AGREEMENT dated as of [ ], ~~201~~202[ ] (this "Agreement"), among [●] (the "Grantor") and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings"), ~~BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), after giving effect to the Merger~~ NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), each Lender from time to time party thereto and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, Norvax,~~the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. 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. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of

the day and year first above written.

[●], as Grantor

By:
Name:
Title:

~~OWL ROCK CAPITAL CORPORATION~~[_____], as
Collateral Agent

By:
Name:
Title:

414 6074-0436

Annex C

(See attached.)

4139-1714-6964

GUARANTEE AGREEMENT

dated as of

September 13, 2019

among

BLIZZARD MIDCO, LLC,
as ~~Initial~~ Holdings,

~~BLIZZARD MERGER SUB, LLC (and after giving effect to the Merger,~~ NORVAX, LLC~~)~~,
as the Borrower,

THE SUBSIDIARY GUARANTORS IDENTIFIED HEREIN,

and

~~OWL ROCK CAPITAL CORPORATION~~BLUE TORCH FINANCE, LLC,
as Administrative Agent and Collateral Agent

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EXHIBIT A TO THE GUARANTEE AGREEMENT 1

GUARANTEE AGREEMENT, dated as of September 13, 2019 (this "Agreement"),

among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("~~Initial~~ Holdings"), ~~BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("Merger Sub"), after giving effect to the Merger~~, NORVAX, LLC, a Delaware limited liability company (the "~~Norvax~~Borrower"), each of the SUBSIDIARY GUARANTORS identified herein and ~~OWL ROCK CAPITAL CORPORATION~~BLUE TORCH FINANCE, LLC, as Administrative Agent on behalf of itself and the other Guaranteed Parties.

Reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, and after giving effect to the Merger, Norvax,~~the Borrower, the Lenders party thereto and the Administrative Agent and Collateral Agent.

The Guarantors are entering into this Agreement in order to induce the Lenders and the Issuing Banks to enter into and to extend credit to the Borrower under the Credit Agreement and to guarantee the Secured Obligations, including their obligations under the Credit Agreement, each Swap Agreement the obligations under which constitute Secured Swap Obligations and any Cash Management Services the obligations under which constitute Secured Cash Management Obligations. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Guarantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the incurrence by the Loan Parties of Secured Swap Obligations and Secured Cash Management Obligations. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Credit Agreement.

(a) Capitalized terms used in this Agreement (including in the introductory paragraph and preamble hereto) and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Borrower" ~~means (a) initially, Merger Sub, and (b) upon and after the consummation of the Merger, Norvax~~has the meaning assigned to such term in the preamble to this Agreement, and shall include any Successor Borrower, to the extent applicable.

"Claiming Party" has the meaning assigned to such term in Section 3.02.

"Contributing Party" has the meaning assigned to such term in Section 3.02.

"Credit Agreement" has the meaning assigned to such term in the introductory paragraph to this Agreement.

"Guaranteed Parties" means (a) each Lender and Issuing Bank, (b) the Administrative Agent and Collateral Agent, (c) each other Agent, (d) each Person to whom any Secured Cash Management Obligations are owed, (e) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and permitted assigns of each of the foregoing.

"Guarantors" means collectively, Holdings, the Subsidiary Loan Parties and the Borrower (other than with respect to its own Secured Obligations).

"Indemnified Amount" has the meaning assigned to such term in Section 3.02.

"~~Initial~~ Holdings" has the meaning assigned to such term in the introductory paragraph to this Agreement.

~~"Merger Sub" has the meaning assigned to such term in the introductory paragraph to this Agreement.~~

~~"Norvax" has the meaning assigned to such term in the introductory paragraph to this Agreement.~~

"Subsidiary Guarantors" means the Subsidiaries identified on Schedule I on the Effective Date and each other Subsidiary that becomes a party to this Agreement as a Subsidiary Guarantor after the Effective Date pursuant to Section 5.13; provided that if a Subsidiary is released from its obligations as a Subsidiary Guarantor hereunder as provided in Section 5.12(b), such Subsidiary shall cease to be a Subsidiary Guarantor hereunder effective upon such release.

"Subsidiary Guaranteed Obligations" has the meaning assigned to such term in Section 2.07.

"Supplement" means an instrument in the form of Exhibit A hereto, or any other form approved by the Administrative Agent, and in each case reasonably satisfactory to the Administrative Agent.

ARTICLE II

The Guarantees

SECTION 2.01. Guarantee. Each Guarantor irrevocably and unconditionally guarantees to each of the Guaranteed Parties, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, by way of an independent payment obligation, the due and punctual payment and performance of the Secured Obligations (other than, with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor). Each Guarantor further agrees that the Secured Obligations may be extended or renewed pursuant to the terms of the Loan Documents, in whole or in part, or amended ~~or~~, increased or otherwise modified, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal, or amendment, increase or modification, of any of the Secured Obligations. Each Guarantor waives, to the fullest extent permitted by applicable law, presentment to, demand of payment from and protest to the

Borrower or any other Loan Party of any of the Secured Obligations, and also waives notice of

acceptance of its guarantee and notice of protest for nonpayment. Each Guarantor intends that its guarantee under this Section 2.01 constitute, and this Section 2.01 shall be deemed to constitute, a guarantee or other agreement for the benefit of each other Guarantor for all purposes of section 1(a)(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 2.02. Guarantee of Payment; Continuing Guarantee. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment and performance when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Secured Obligations or operated as a discharge thereof) and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Guaranteed Party to any security held for the payment of any of the Secured Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Guaranteed Party in favor of the Borrower, any other Loan Party or any other Person. Each Guarantor agrees that its guarantee hereunder is continuing in nature and applies to all of its Secured Obligations, whether currently existing or hereafter incurred.

SECTION 2.03. No Limitations.

(a) Except for the termination or release of a Guarantor's obligations hereunder as expressly provided in Section 5.12 and subject to the limitations set forth in Section 2.07, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Secured Obligations, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Secured Obligations, any impossibility in the performance of any of the Secured Obligations or otherwise. Without limiting the generality of the foregoing, except for the termination or release of its obligations hereunder as expressly provided in Section 5.12, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by:

(i) the failure of any Guaranteed Party or any other Person to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise;

(ii) any rescission, waiver, amendment, restatement or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement;

(iii) the release of, or any impairment of or failure to perfect any Lien on, any security held by any Guaranteed Party for any of the Secured Obligations;

(iv) any default, failure or delay, willful or otherwise, in the performance of any of the Secured Obligations;

(v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the payment in full in cash of all the Secured Obligations);

(vi) any illegality, lack of validity or lack of enforceability of any of the Secured Obligations or Loan Documents;

(vii) any change in the corporate existence, structure or ownership of any Loan Party, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Loan Party or its assets or any resulting release or discharge of any of the Secured Obligations;

(viii) the existence of any claim, set-off or other rights that any Guarantor may have at any time against the Borrower, the Administrative Agent, any other Guaranteed Party or any other Person, whether in connection with the Credit Agreement, the other Loan Documents or any unrelated transaction;

(ix) this Agreement having been determined (on whatsoever grounds) to be invalid, non-binding or unenforceable against any other Guarantor *ab initio* or at any time after the Effective Date;

(x) the fact that any Person that, pursuant to the Loan Documents, was required to become a party hereto may not have executed or is not effectually bound by this Agreement, whether or not this fact is known to the Guaranteed Parties;

(xi) any action permitted or authorized hereunder;

(xii) any other circumstance (including any statute of limitations), or any existence of or reliance on any representation by the Administrative Agent, any Guaranteed Party or any other Person, that might otherwise constitute a defense to, or a legal or equitable discharge of, the Borrower, any Guarantor or any other guarantor or surety (other than the payment in full in cash of all the Secured Obligations (other than contingent obligations) not yet due, Secured Cash Management Obligations and Secured Swap Obligations); or

(xiii) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Borrower, any other Guarantor or any other Person under any Loan Document or any agreement with respect to Secured Swap Obligations or Secured Cash Management Obligations, by operation of law or otherwise;

To the fullest extent permitted by applicable law, each Guarantor expressly authorizes the Guaranteed Parties to take and hold security in accordance with the terms of the Loan Documents for the payment and performance of the Secured Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Secured Obligations, all in accordance with the Collateral Agreement and other Loan Documents and all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Secured Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the payment in full in cash of all the Secured Obligations. To the fullest extent permitted by applicable law, the Administrative Agent and the other Guaranteed Parties may, at their election and in accordance with the terms of the Loan Documents, foreclose on any security held by one or more of them by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Secured Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other

Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to

the extent the Secured Obligations have been paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each Guarantor agrees that, unless released pursuant to Section 5.12(b), its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Secured Obligations is rescinded or must otherwise be restored by any Guaranteed Party upon the bankruptcy or reorganization (or any analogous proceeding in any jurisdiction) of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement to Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Guaranteed Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Secured Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Guaranteed Parties in cash the amount of such unpaid Secured Obligation. Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against the Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article III.

SECTION 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Secured Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Guaranteed Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

SECTION 2.07. Limitations on Obligations of Subsidiary Guarantors. The obligations of each Subsidiary Guarantor under this Agreement (the "Subsidiary Guaranteed Obligations") shall be limited to an aggregate amount equal to the largest amount that would not render the Subsidiary Guaranteed Obligations void or voidable under applicable law, without limitation under Section 548 of the United States Bankruptcy Code or any comparable provisions of applicable law.

ARTICLE III

Indemnity, Subrogation and Subordination

SECTION 3.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 3.03) in respect of any payment hereunder, the Borrower agrees that (a) in the event a payment in respect of any obligation of the Borrower shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor (other than the Borrower) shall be sold pursuant to this Agreement or any applicable Security Document to satisfy in whole or in part any Secured Obligations

owed to any Guaranteed Party, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 3.02. Contribution and Subrogation. Each Guarantor (a "Contributing Party") agrees (subject to Section 3.03) that, in the event a payment shall be made by any other Guarantor (other than the Borrower) hereunder in respect of any Secured Obligations or assets of any other Guarantor (other than the Borrower) shall be sold pursuant to any Security Document to satisfy any Secured Obligation owed to any Guaranteed Party and such other Guarantor (the "Claiming Party") shall not have been fully indemnified as provided in Section 3.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be (the "Indemnified Amount"), in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 5.13, the date of the Supplement executed and delivered by such Guarantor) and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 5.13, the date of the Supplement executed and delivered by such Guarantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 3.02 shall be subrogated to the rights of such Claiming Party under Section 3.01 to the extent of such payment.

SECTION 3.03. Subordination.

(a) Notwithstanding any provision of this Agreement to the contrary, (a) all rights of the Guarantors under Sections 2.05, 3.01 and 3.02 and all other rights of the Guarantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to, and exercisable by the Guarantors solely after, the payment in full in cash of all the Secured Obligations and (b) if all or any portion of the Secured Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of the Borrower or such other Loan Party whether pursuant to the Loan Documents or otherwise, no Guarantor shall exercise any rights of subrogation, contribution, indemnity, reimbursement or similar rights against (i) the Borrower or any other Loan Party (including after payment in full of the Secured Obligations), and each Guarantor shall be deemed to have waived all such rights and remedies, or (ii) the Secured Parties or any of their assignees or transferees of the Collateral. No failure on the part of the Borrower or any other Guarantor to make the payments required by Sections 2.05, 3.01 and 3.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

(b) Each Guarantor hereby agrees that ~~upon the occurrence and during the continuance of an Event of Default and after notice from the Administrative Agent (provided that no such notice shall be required to be given in the case of any Event of Default arising under Section 7.01(h) or 7.01(i) of the Credit Agreement),~~ all Indebtedness and other monetary obligations owed by it to, or to it by, any other Guarantor or any other Subsidiary shall be fully subordinated to the payment in full in cash of all the Secured Obligations.

ARTICLE IV

Representations and Warranties

Each Subsidiary Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by such Subsidiary Guarantor of this Agreement have been duly authorized by all necessary corporate, limited liability company or

other action, as applicable, and, if required, action by the holders of such Subsidiary Guarantor's Equity

Interests, and that this Agreement has been duly executed and delivered by such Subsidiary Guarantor and constitutes its legal, valid and binding obligation, 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, and (b) with respect to each Subsidiary Guarantor all representations and warranties set forth in the Credit Agreement as to such Subsidiary Guarantor are true and correct in all material respects~~; provided that the representations and warranties in this clause (b) shall be limited on the Effective Date to the Specified Representations in the Credit Agreement; provided further that (i) in the case of any such Specified Representation which expressly relates to a given date or period, such Specified Representation shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be and (ii) if any such Specified Representation is qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, (1) the definition thereof shall be the definition of Material Adverse Effect (as defined in the Merger Agreement) for the purposes of the making or deemed making of such Specified Representation on, or as of, the Effective Date (or any date prior thereto) and (2) such Specified Representation shall be true and correct in all respects.~~.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment.

(a) No failure or delay by the Administrative Agent, any Lender or any Issuing Bank in exercising any right or power hereunder or under any other 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, the Lenders and the Issuing Banks 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 this Agreement 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 5.02, 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 or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Borrower, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; provided that the Administrative Agent may, without the consent of any Guaranteed Party, consent to a departure by any Guarantor from any covenant of such Guarantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the

definition of the term "Collateral and Guarantee Requirement" in the Credit Agreement. Each Guarantor party to this Agreement hereby approves, authorizes and ratifies any amendment entered into by the Borrower on behalf of the Guarantors.

SECTION 5.03. Administrative Agent's Fees and Expenses; Indemnification. The terms of Section 9.03 of the Credit Agreement with respect to expenses, indemnity, and damage waiver are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms (with each reference to the "Borrower" being deemed to include each Guarantor).

~~(a) Each Guarantor, jointly with the other Guarantors and severally, agrees to reimburse the Administrative Agent for its reasonable and documented or invoiced out-of-pocket fees and expenses (but, in the case of legal fees and expenses, limited to the reasonable and documented out-of-pocket expenses, including the reasonable fees, charges and disbursements and expenses of one counsel, and if necessary one local counsel in each applicable jurisdiction or otherwise retained with the Borrower's consent) incurred in connection with (i) the preparation, execution, delivery or administration of this Agreement or any amendments, modifications or waivers of the provisions thereof and (ii) the enforcement or protection of its rights hereunder.~~

~~(b) Each Guarantor, jointly with the other Guarantors and severally, agrees to indemnify the Administrative Agent and the other Indemnified Persons as provided in Section 9.03(b) of the Credit Agreement for Losses of any kind or nature, and subject to the limitations set forth in the Credit Agreement, and the reasonable and documented or invoiced out-of-pocket fees and expenses (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 and, to the extent necessary, a single firm of local counsel in each appropriate local jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all Indemnified Person 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 a Proceeding has retained its own counsel, of one other firm of counsel for such affected Indemnified Person)), relating to the Transactions or the execution, delivery, enforcement, performance and administration of this Agreement or the Loan Documents; provided that each reference therein to the "Borrower" shall be deemed to be a reference to "each Guarantor".~~

~~(c) To the fullest extent permitted by applicable Requirements of Law, (i) no Guarantor shall assert, or permit any of its Related Parties or Affiliates to assert, and each Guarantor hereby waives, 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) no Guarantor or any Indemnified Person shall assert, or permit any of its Related Parties or Affiliates to assert, and each Guarantor and Indemnified Person hereby waives, any claim for any damages 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 applicable Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.~~

~~(d)~~ The provisions of this Section 5.03 shall remain operative and in full force and effect

regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Guaranteed Party. 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 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Loan Party or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Guaranteed Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by or on behalf of any Guaranteed Party and notwithstanding that the Administrative Agent, any Lender, any Issuing Bank or any other Guaranteed Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as the Termination Date shall have occurred.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Guarantor when a counterpart hereof executed on behalf of such Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Guarantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Guarantor, the Administrative Agent and the other Guaranteed Parties and their respective successors and assigns, except that no Guarantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder. 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 amendments, 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.

SECTION 5.07. 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. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 5.08. Right of Set-Off. If an Event of Default shall have occurred and be continuing, each Lender and each Issuing Bank 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) at any time held and other obligations (in whatever currency) at any time owing by such Lender or such Issuing Bank to or for the credit or the account of any Guarantor against any of and all the Secured Obligations of such Guarantor then due and owing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such Secured Obligations are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender or Issuing Bank shall notify the applicable Guarantor 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 setoff and application under this Section 5.08. The rights of each Lender and each Issuing Bank under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender and such Issuing Bank may have. Notwithstanding the foregoing, the rights of set off set forth in this Section 5.08 shall not apply to any Excluded Swap Obligation of such Guarantor.

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

(a) The terms of Section 9.09 of the Credit Agreement with respect to governing law, submission to jurisdiction, and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

~~(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.~~

~~(b) Each party to this Agreement 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 this Agreement or any other 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 this Agreement shall affect any right that the Administrative Agent, any Lender or any Issuing Bank may otherwise have to bring any action or proceeding relating to this Agreement against any Guarantor or its respective properties in the courts of any jurisdiction.~~

~~(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement 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 5.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by law.~~

(b) ~~(e)~~ Each ~~Subsidiary~~ Guarantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding and the Borrower hereby accepts such designation and appointment.

SECTION 5.10. 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 THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.~~

. THE TERMS OF SECTION 9.10 OF THE CREDIT AGREEMENT WITH RESPECT TO WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

SECTION 5.11. 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 5.12. Termination or Release.

(a) Subject to Section 2.04, this Agreement and the Guarantees made herein shall automatically terminate upon the occurrence of the Termination Date.

(b) ~~The~~A Loan Party shall be released from its obligations under this Agreement, and the Guarantees of such Loan Party made herein shall ~~also~~automatically terminate and be released, at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section 5.12, the Administrative Agent shall promptly 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 and shall perform such other actions reasonably requested by such Loan Party to effect such release, including delivery of certificates, securities and instruments; provided that the Borrower and the applicable Loan Party shall have provided the Administrative Agent such information or documents as the Administrative Agent shall reasonably request, which may include a certificate of a Responsible Officer of the Borrower certifying that the applicable transaction is permitted under the Credit Agreement. Any execution and delivery of documents by the Administrative Agent pursuant to this Section 5.12 shall be without recourse to or warranty by the Administrative Agent.

(d) In the event of any conflict between the terms of Section 9.15 of the Credit Agreement and this Section 5.12, the terms of Section 9.15 of the Credit Agreement shall govern and control.

SECTION 5.13. Additional Subsidiary Guarantors. Pursuant to the Credit Agreement, certain additional Restricted Subsidiaries may be required to become Subsidiary Guarantors after the date hereof. Upon execution and delivery by the Administrative Agent and a Restricted Subsidiary of a Supplement, any such Restricted Subsidiary shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any Restricted Subsidiary as a party to this Agreement.

~~SECTION 5.14. Consummation of Merger. It is understood that notwithstanding the execution and delivery of signature pages by Norvax with respect to this Agreement and the other Loan Documents prior to the effectiveness of the Merger, Norvax shall not be deemed to be a party to this Agreement or any other Loan Document until the consummation of the Merger. Upon consummation of the Merger, this Section 5.14 shall be of no further force or effect.~~

[~~Signature Pages Follow~~Remainder of page intentionally left blank]

~~IN WITNESS WHEREOF, the parties hereto have duly executed this Guarantee~~

Agreement as of the day and year first above written.

BLIZZARD MIDCO, LLC,
as Initial Holdings

By: _____
Name:
Title:

BLIZZARD MERGER SUB, LLC,
as Borrower prior to the consummation of the Merger

By: _____
Name:
Title:

NORVAX, LLC,
initially, as a Guarantor and, after giving effect to the Merger, as Borrower

By: _____
Name:
Title:

GOHEALTH, LLC,
as a Guarantor

By: _____
Name:
Title:

CONNECTED BENEFITS, LLC,
as a Guarantor

By: _____
Name:
Title:

CREATIX, INC.,
as a Guarantor

By: _____
Name:
Title:

OWL ROCK CAPITAL CORPORATION, as

~~Administrative Agent, on behalf of itself and the other Guaranteed Parties~~

~~By:~~

~~Name:~~
~~Title:~~

Schedule I to
the Guarantee Agreement

INITIAL SUBSIDIARY GUARANTORS

1. GoHealth, LLC, a Delaware limited liability company

2. Connected Benefits, LLC, a Delaware limited liability company

3. ~~Creatix, Inc., an Illinois corporation~~

SUPPLEMENT NO. [●] dated as of [ ], 20[ ] to the Guarantee Agreement, dated as of September 13, 2019 (~~this "~~as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among BLIZZARD MIDCO, LLC., a Delaware corporation ("~~Initial~~ Holdings"), ~~BLIZZARD MERGER SUB, LLC, a Delaware corporation ("Merger Sub"), after giving effect to the Merger~~, NORVAX, LLC, a Delaware corporation (the "~~Norvax~~Borrower"), each of the SUBSIDIARY GUARANTORS identified therein and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent on behalf of itself and the other Guaranteed Parties.

A. Reference is made to that certain Credit Agreement, dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ~~Initial~~ Holdings, ~~Merger Sub, and after giving effect to the Merger, Norvax,~~the Borrower, the Lenders party thereto and ~~OWL ROCK CAPITAL CORPORATION~~[ ], as Administrative Agent and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee Agreement referred to therein ~~(the "Guarantee Agreement")~~, as applicable.

C. The Guarantors have entered into the Guarantee Agreement in order to induce the Lenders and the Issuing Banks to extend credit to the Borrower. Section 5.13 of the Guarantee Agreement provides that additional Restricted Subsidiaries may become Subsidiary Guarantors under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "New Guarantor") is executing this Supplement to become a Subsidiary Guarantor under the Guarantee Agreement in order to induce the Lenders and the Issuing Banks to make additional extensions of credit under the Credit Agreement and as consideration for such extensions of credit previously issued and to guaranty the Secured Obligations.

Accordingly, the Administrative Agent and the New Guarantor agree as follows:

SECTION 1. In accordance with Section 5.13 of the Guarantee Agreement, the New Guarantor by its signature below becomes a Subsidiary Guarantor under the Guarantee Agreement with the same force and effect as if originally named therein and party thereto as a Subsidiary Guarantor, and the New Guarantor hereby agrees to all the terms and provisions of the Guarantee Agreement applicable to it as a Subsidiary Guarantor (and a Guarantor) thereunder. Each reference to a "Subsidiary Guarantor" or a "Guarantor" in the Guarantee Agreement shall be deemed to include the New Guarantor. The Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. The New Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and performance by the New Guarantor of this Supplement have been duly authorized by all necessary corporate or other action and, if required, action by the holders of such New Guarantor's Equity Interests, and that this Supplement has been duly executed and delivered by the New Guarantor and constitutes its legal, valid and binding obligation, 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, and (b) all representations and warranties set forth in the Credit Agreement as to the New Guarantor are true and correct in all material respects as of the date hereof, provided (i) in the case of any ~~Specified~~

~~Representation~~representation or warranty which expressly relates to a given date or period, such representation ~~and~~or warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be and (ii) if any ~~Specified Representation~~representation or warranty is qualified by or subject to ~~a~~"materiality", "material adverse effect", "material adverse change" or similar term or qualification, such ~~Specified Representation~~representation or warranty shall be true and correct in all respects.

SECTION 3. This Supplement 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. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Guarantor when a counterpart hereof executed on behalf of the New Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Guarantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Guarantor, the Administrative Agent and the other Guaranteed Parties and their respective successors and assigns, except that the New Guarantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Guarantee Agreement and the Credit Agreement.

SECTION 4. Except as expressly supplemented hereby, the Guarantee Agreement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Any provision of this Supplement 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. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Guarantee Agreement.

SECTION 8. The New Guarantor agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Guarantee Agreement as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to "the Borrower" shall be deemed to be a reference to "the New Guarantor."

IN WITNESS WHEREOF, the New Guarantor and the Administrative Agent have duly

executed this Supplement No. [___] to the Guarantee Agreement as of the day and year first above written.

[Name Of New Guarantor],

By:
Name:
Title:

~~OWL ROCK CAPITAL CORPORATION~~[_____],
as Administrative Agent, on behalf of itself and the other Guaranteed Parties,

By:
Name:
Title:

Annex A to Amendment and Restatement Agreement

~~**Exhibit A to Amendment No. 11**~~

CREDIT AGREEMENT

dated as of

September 13, 2019,

as amended by Amendment No. 1, dated as of March 20, 2020,
Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020,
Incremental Facility Agreement No. 3, dated as of June 11, 2020,
Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021,
Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021
Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021,
Amendment No. 7 to Credit Agreement, dated as of March 14, 2022,
Amendment No. 8 to Credit Agreement, dated as of August 12, 2022,
Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022,
Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023 ~~and~~
Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024,
Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024 and

as amended and restated by Amendment and Restatement Agreement, dated as of November 4, 2024

among

BLIZZARD MIDCO, LLC,
as Holdings,

~~BLIZZARD MERGER SUB, LLC (and after giving effect to the Merger,~~ NORVAX, LLC~~)~~,
as the Borrower,

The LENDERS and ISSUING BANKS Party Hereto,

and

BLUE TORCH FINANCE, ~~OW~~LLC ~~CAPITAL CORPORATION~~,
as Administrative Agent~~,~~ and Collateral Agent ~~and Swingline Lender~~

~~BLUE OWL CREDIT ADVISORS LLC, MIDCAP FINANCIAL TRUST AND BENEFIT STREET PARTNERS L.L.C.,~~
~~as Joint Lead Arrangers and Joint Bookrunners~~

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Exhibit B — Form of Borrowing Request
Exhibit C — Form of Collateral Agreement
Exhibit D — Form of Equal Priority Intercreditor Agreement
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Exhibit F — Form of Guarantee Agreement
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Exhibit K — Form of Intercompany Note

~~Exhibit L — Form of Promissory Note~~

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CREDIT AGREEMENT, dated as of September 13, 2019 (as amended by Amendment No. 1, dated as of March 20, 2020, Incremental Facility Agreement and Technical Amendment No. 2, dated as of May 7, 2020, Incremental Facility Agreement No. 3, dated as of June 11, 2020, Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, Amendment No. 6 to Credit Agreement and Incremental Facility Agreement, dated as of November 10, 2021, Amendment No. 7 to Credit Agreement, dated as of March 14, 2022, Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, Amendment No. 9 to the Credit Agreement, dated as of November 9, 2022, Amendment No. 10 to the Credit Agreement, dated as of March 15, 2023 and Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, Amendment No. 12 to the Credit Agreement, dated as of October 15, 2024, as amended and restated by Amendment and Restatement Agreement, dated as of November 4, 2024, and as further amended, this "**Agreement**"), among BLIZZARD MIDCO, LLC, a Delaware limited liability company ("**Initial Holdings**"), BLIZZARD MERGER SUB, LLC, a Delaware limited liability company ("**Merger Sub**"), and after giving effect to the Merger, NORVAX, LLC, a Delaware limited liability company ("**Norvax**"), the LENDERS and ISSUING BANKS party hereto and BLUE TORCH FINANCE, ~~OW~~LLC ~~CAPITAL CORPORATION (formerly known as Owl Rock Capital Corporation)~~, as Administrative Agent and as Collateral Agent.

RECITALS

WHEREAS, on the Original Closing Date, Holdings and the Borrower requested that, immediately upon the satisfaction in full of the applicable conditions precedent set forth in Section 4.01 of this Agreement as in effect on the Original Closing Date, the Lenders and Issuing Banks extend credit to the Borrower in the form of (a) $300,000,000 in aggregate principal amount of term loans to be borrowed on the Original Closing Date and (b) a revolving credit facility in an initial aggregate principal amount of $30,000,000 of Revolving Commitments;

~~WHEREAS, pursuant to the Merger Agreement, (a) Blizzard Parent, LLC, a Delaware limited liability company ("**Parent**") will acquire (the "**Acquisition**"), directly or indirectly, all of the limited liability company interests of Norvax, LLC, a Delaware limited liability company (the "**Target**") through certain investor exchange agreements and the merger of Merger Sub with and into the Target (the "**Merger**"), with the Target being the surviving entity of such merger (the "**Merger**") and the Target will become a wholly owned direct or indirect subsidiary of Initial Holdings (the direct Subsidiary of Parent) and (b) except with respect to certain equity interests of the Target held by, without limitation, equityholders, management and/or employees of the Target and its subsidiaries which will be rolled over into Equity Interests in Parent or a Parent Entity of Parent (in such capacity, the "**Rollover Investors**"), the equity holders of the Target will receive cash in exchange for their Equity Interests in the Target (collectively, the "**Merger Consideration**").~~

~~**WHEREAS**, the Investors will, directly or indirectly, make the Equity Contribution;~~

WHEREAS, ~~in connection with the foregoing~~as of the Effective Date, Holdings and the Borrower have requested that, immediately upon the satisfaction in full of the applicable conditions precedent set forth in ~~Section 4.01 below, the~~the Amendment and Restatement Agreement, the Refinancing Term Lenders ~~and Issuing Banks~~ extend credit to the Borrower in the form of (a) $~~300,000,000~~475,000,000 in aggregate principal amount of ~~Initial~~Refinancing Term Loans to be borrowed on the Effective Date and (b) a revolving credit facility in an initial aggregate principal amount of $~~30,000,000~~35,000,000 of Revolving Commitments;

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~~#97964454v11~~

WHEREAS, the proceeds of the ~~Initial~~Refinancing Term Loans ~~and Revolving Loans (to the~~

~~extent permitted in accordance with Section 5.10), in each case,~~ to be made on the Effective Date, ~~together with (a) a portion of the cash on hand at the Target and its Subsidiaries and (b) the proceeds of the Equity Contribution,~~ will be used to pay for the Effective Date Refinancing and to finance a portion of the Transactions (including ~~working capital and/or purchase price adjustments and~~ the payment of ~~the Merger Consideration and the~~ Transaction Costs);

WHEREAS, the Lenders have indicated their willingness to extend such credit and the Issuing Banks have indicated their willingness to issue Letters of Credit, in each case on the terms and subject to the conditions set forth below;

WHEREAS, in connection with the foregoing and as an inducement for the Lenders and the Issuing Banks 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); and

WHEREAS, in connection with the foregoing and as an inducement for the Lenders and the Issuing Banks 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~~I
~~DEFINITIONS~~
DEFINITIONS

SECTION 1.01~~.~~ Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

~~"**2020 Incremental Closing Date**" has the meaning assigned to such term in Amendment No. 1.~~

~~"**2020 Incremental Revolving Commitments**" means, in respect of each 2020 Incremental Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 2. The aggregate amount of 2020 Incremental Revolving Commitments as of the Incremental Facility Agreement No. 2 Effective Date is $20,000,000.~~

~~"**2020 Incremental Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 2.~~

~~"**2020 Incremental Term Lenders**" has the meaning assigned to such term in the Amendment No. 1.~~

~~"**2020 Incremental Term Loan Commitments**" means with respect to each 2020 Incremental Term Lender, the amount set forth opposite such Lender's name on Schedule 1 to the Amendment No. 1. The aggregate amount of 2020 Incremental Term Loan Commitments as of the Amendment No. 1 Effective Date is $117,000,000.~~

~~"**2020 Incremental Term Loan Facility**" means the facility under which the 2020 Incremental Term Loans are made available pursuant to the Amendment No. 1.~~

~~"**2020 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 1.~~

~~"**2020 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.~~

~~"**2021 Incremental Term Lenders**" has the meaning assigned to such term in Amendment No. 5.~~

~~"**2021 Incremental Term Loan Commitments**" has the meaning assigned to such term in Amendment No. 5.~~

~~"**2021 Incremental Term Loan Facility**" means the facility under which the 2021 Incremental Term Loans are made available pursuant to Amendment No. 5.~~

~~"**2021 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 5.~~

~~"**2021 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.~~

~~"**2021-2 Incremental Term Lenders**" has the meaning assigned to such term in Amendment No. 6.~~

~~"**2021-2 Incremental Term Loan Closing Date**" means the "Incremental Funding Date" as defined in Amendment No. 6, which, for the avoidance of doubt, is November 10, 2021.~~

~~"**2021-2 Incremental Term Loan Commitments**" has the meaning assigned to such term in Amendment No. 6. The aggregate amount of 2021-2 Incremental Term Loan Commitments as of the Amendment No. 6 Effective Date is $100,000,000.~~

~~"**2021-2 Incremental Term Loan Facility**" means the facility under which the 2021-2 Incremental Term Loans are made available pursuant to Amendment No. 6.~~

~~"**2021-2 Incremental Term Loans**" has the meaning assigned to such term in Amendment No. 6.~~

~~"**2021-2 Incremental Term Loan Maturity Date**" shall mean the Initial Term Loan Maturity Date.~~

"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).

"Acquired EBITDA" means, with respect to any Pro Forma Entity for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Pro Forma Entity and its Subsidiaries which will become Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity.

"Acquired Entity or Business" has the meaning assigned to such term in the definition of "Consolidated EBITDA.".

~~"**Acquisition**" has the meaning assigned to such term in the recitals to this Agreement.~~

"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 ~~reserve~~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 Restricted Subsidiary.

"Acquisition Debt" has the meaning assigned to such term in Section 6.01(a)(xxvi).

"Acquisition Transaction" means the purchase or other acquisition, by merger, consolidation or otherwise, by the Borrower or any Restricted 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 Restricted 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).

"Additional Lender" means, at any time, any bank, other financial institution or institutional lender or investor (including any such bank, financial institution or institutional lender or investor that is a Lender at such time) that agrees to provide any portion of any (a) Incremental Facility pursuant to an Incremental Facility Amendment in accordance with Section 2.20 or (b) Credit Agreement Refinancing Indebtedness; provided that each Additional Lender shall be subject to the approval of (i) the Administrative Agent, each Issuing Bank and the Swingline Lender (such approval in each case not to be unreasonably withheld or delayed) and (ii) the Borrower, in each of the foregoing clauses (i) and (ii), to the extent such approval would be required pursuant to Section 9.04 if an assignment of the applicable Loans or Commitments were being made to such Additional Lender.

"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 ~~Owl Capital Corporation~~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 ~~8~~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.

~~"**After Year End Payment**" has the meaning assigned to such term in Section 2.11(d).~~

"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 Restricted Subsidiary to avoid the application of Section 163(e)(5) of the Code thereto.

"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 and solely with respect to Initial Term Loans, the ~~2020 Incremental Term Loans, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans, the~~ Alternate Base Rate will be deemed to be ~~2.00~~4.00% per annum if the Alternate Base Rate calculated pursuant to the foregoing provisions would otherwise be less than ~~2.00~~4.00% per annum.

~~"**Amendment No. 1**" means that certain Amendment No. 1 to Credit Agreement and Incremental Facility Agreement, dated as of March 20, 2020, among Holdings, the Borrower, the 2020 Incremental Term Lenders party thereto, the Administrative Agent, the Lenders party thereto constituting the Required Lenders and the other parties party thereto.~~

~~"**Amendment No. 1 Effective Date**" has the meaning assigned to such term in Amendment No. 1.~~

~~"**Amendment No. 5**" means that certain Amendment No. 5 to Credit Agreement and Incremental Facility Agreement, dated as of June 11, 2021, among the Borrower, each Guarantor, the Revolving Lenders party thereto, the Amendment No. 5 Term Loan Lenders party thereto, the Administrative Agent, and the other parties party thereto.~~

~~"**Amendment No. 5 Effective Date**" has the meaning assigned to such term in Amendment No. 5.~~

~~"**Amendment No. 6**" means that certain Amendment No. 6 to Credit Agreement and Incremental Facility~~ Agreement, ~~dated as of November 10, 2021, among Holdings, the Borrower, the 2021-2 Incremental Term Lenders party thereto, the Administrative Agent, the Lenders party thereto constituting the Required Lenders and the other parties party thereto.~~

~~"**Amendment No. 6 Effective Date**" has the meaning assigned to such term in Amendment No. 6, which, for the avoidance of doubt, is November 10, 2021.~~

"Amendment ~~**No. 7**~~and Restatement Agreement" means that certain Amendment ~~No. 7 to the Credit~~and Restatement Agreement, dated as of ~~March 14~~November 4, ~~2022~~2024, among ~~Holdings,~~ the Borrower, Holdings, the other Guarantors, the Lenders party thereto ~~constituting the Required Lenders~~, the other parties thereto and the Administrative Agent.

~~"**Amendment No. 7 Fee Letter**" means that certain Fee Letter, dated as of March 14, 2022, by and among the Borrower and Golub Capital LLC.~~

~~"**Amendment No. 7 Effective Date**" has the meaning assigned to such term in Amendment No. 7, which, for the avoidance of doubt, is March 14, 2022.~~

~~"**Amendment No. 8**" means that certain Amendment No. 8 to the Credit Agreement, dated as of August 12, 2022, among Holdings, the Borrower, the other Guarantors, the Lenders party thereto constituting the Required Lenders and the Administrative Agent.~~

~~"**Amendment No. 8 Effective Date**" has the meaning assigned to such term in Amendment No. 8, which, for the avoidance of doubt, is August 12, 2022.~~

"Amendment No. 11" means that certain Amendment No. 11 to the Credit Agreement, dated as of March 12, 2024, among Holdings, the Borrower, the other Guarantors, the Lenders party thereto and the Original Administrative Agent.

"Amendment No. 11 Effective Date" has the meaning assigned to such term in Amendment No. 11, which, for the avoidance of doubt, is March 12, 2024.

~~"**Amendment No. 11 Fee Letter**" means that certain Amendment No. 11 to the Credit Agreement Fee Letter, dated as of March 12, 2024, by and among the Borrower and Golub Capital LLC.~~

"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 LC Fronting Sublimit" means (a) with respect to each Issuing Bank on the Effective Date, the amount set forth opposite such Issuing Bank's name on ~~Section~~Schedule 2.05 and (b) with respect to any other Person that becomes an Issuing Bank pursuant to Section 2.05(k) or ~~Section~~ 9.04(i), such amount as agreed to in writing by the Borrower and such Person at the time such Person becomes an Issuing Bank, as each of the foregoing amounts may be decreased or increased from time to time with the written consent of the Borrower and the Issuing Banks so long as the aggregate Applicable LC Fronting Sublimit of all Issuing Banks does not exceed the Letter of Credit Sublimit (provided that any increase in the Applicable LC Fronting Sublimit with respect to any Issuing Bank shall require the consent of only the Borrower and such Issuing Bank).

"Applicable Percentage" means, at any time with respect to any Class A Revolving Lender, the percentage of the aggregate Class A Revolving Commitments (carried out to the ninth decimal place) represented by such Lender's Class A Revolving Commitment at such time (or, if the Class A Revolving Commitments have terminated or expired, such Lender's share of the aggregate Class A Revolving Exposures of all Revolving Lenders at that time). ~~If the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments pursuant to this Agreement and to any Lender's status as a Defaulting Lender at the time of determination.~~

~~"**Applicable Premium**" means with respect to any 2020 Incremental Term Loan on any Prepayment Date, the greater of:~~

~~(1) 2.00%; and~~

~~(2) the fraction, expressed as a percentage, consisting of (A) (a) (i) the sum of the~~

present values at such Prepayment Date of (I) the price at which such Loan could be voluntarily prepaid on the date that is two years after the 2020 Incremental Closing Date in accordance with Section 2.11(a) (including any premium required pursuant to Section 2.11(a)), and (II) each scheduled payment of interest to be made on such Loan on or after such Prepayment Date through (and including) the date that is two years after the 2020 Incremental Closing Date (but, in the case of the first such scheduled payment of interest, excluding any amount of interest accrued prior to the Prepayment Date), in each case, discounted to the Prepayment Date on a quarterly basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate as of such Prepayment Date plus 50 basis points, minus (ii) accrued but unpaid interest to, but excluding, the Prepayment Date over (b) the principal amount of such Loan, divided by (B) the principal amount of such Loan.

Calculation of the Applicable Premium will be made by the Borrower or on behalf of the Borrower by such Person as the Borrower shall designate (and the amount of the Applicable Premium shall be provided by the Borrower to the Administrative Agent promptly following the calculation thereof); *provided* that such calculation or the correctness thereof shall not be a duty or obligation of the Administrative Agent.

"**Applicable Rate**" means, for any day,

(a) with respect to any Initial Term Loan (i) prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (ii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iii) from and after the Amendment No. 11 Effective Date, as follows

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(b) with respect to any 2020 Incremental Term Loan (i) prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (ii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iii) from and after the Amendment No. 11 Effective Date, as follows

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%

Thereafter	7.00%	8.00%

(c) with respect to any 2021 Incremental Term Loan (i) prior to the 2021-2 Incremental Term Loan Closing Date, (x) that is an ABR Loan, 3.00% per annum or (y) that is a SOFR Loan, 4.00% per annum, (ii) from and after the 2021-2 Incremental Term Loan Closing Date and prior to the Amendment No. 7 Effective Date, (x) that is an ABR Loan, 4.00% per annum or (y) that is a SOFR Loan, 5.00% per annum, (iii) from and after the Amendment No. 7 Effective Date and prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (iv) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (v) from and after the Amendment No. 11 Effective Date, as follows:

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(d) with respect to any 2021-2 Incremental Term Loan (i) prior to the Amendment No. 7 Effective Date, (x) that is an ABR Loan, 4.00% per annum or (ii) that is a SOFR Loan, 5.00% per annum, (ii) from and after the Amendment No. 7 Effective Date and prior to the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 5.50% per annum or (y) that is a SOFR Loan, 6.50% per annum, (iii) from and after the Amendment No. 8 Effective Date, (x) that is an ABR Loan, 6.50% per annum or (y) that is a SOFR Loan, 7.50% per annum and (iv) from and after the Amendment No. 11 Effective Date, as follows:

Period	ABR Loans	SOFR Loans
From and after the Amendment No. 11 Effective Date through and including August 31, 2024	6.50%	7.50%
Thereafter	7.00%	8.00%

(e) with respect to any Revolving Loan prior to the Amendment No. 5 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum,

(f) with respect to any Class A Revolving Loan on and after the Amendment No. 5 Effective Date and prior to the Amendment No. 11 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum,

(g) "Applicable Rate" means, for any day, (a) with respect to any Initial Term Loan or Class

A-1 Revolving Loan (i) that is an ABR Loan, 6.50% per annum or (ii) that is a SOFR Loan, 7.50% per annum, and (b) with respect to any Class A Revolving Loan on and after the Amendment No. 11 Effective Date (i) that is an ABR Loan, 5.50% per annum or (ii) that is a SOFR Loan, 6.50% per annum~~, and~~; provided that so long as no Event of Default has occurred and is continuing on the Class A Revolving Facility Termination Date, the "Applicable Rate" shall mean, for any day on or after the Class A Revolving Facility Termination Date, with respect to any Initial Term Loan or Class A-1 Revolving Loan (x) that is an ABR Loan, 6.25% per annum or (y) that is a SOFR Loan, 7.25% per annum.

~~(b) with respect to any Class B Revolving Loan on and after the Amendment No. 5 Effective Date (i) that is an ABR Loan, 3.00% per annum or (ii) that is a SOFR Loan, 4.00% per annum.~~

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

~~"**Approved Foreign 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.

~~"**April TL Prepayment**" has the meaning assigned to such term in Amendment No. 11.~~

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

"Asset Coverage Covenant" has the meaning assigned to such term in Section 6.13(b).

"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.

"Audited Financial Statements" means the audited consolidated balance sheet of ~~the T~~Pargent and its consolidated subsidiaries as of December 31, ~~2017 and December 31, 2018~~2023 and the related audited consolidated statements of operations and consolidated statements of comprehensive income, consolidated statements of changes in ~~Redeemable Class B Units and~~ members' equity and consolidated audited statements of cash flows ~~for the fiscal years ended December 31, 2017 and December 31, 2018~~.

~~"**Available Amount**" means, at any date of determination, a cumulative amount equal to (without duplication):~~

~~(a) an amount (which shall not be less than zero) equal to the Available Excess Cash Flow Amount as of such date, *plus*~~

(b) (i) the Net Proceeds of sales of Investments and (ii) Returns, profits, distributions and similar amounts on Investments (not to exceed the original amount of such Investments), in the case of each of clause (i) and (ii), to the extent (x) received by the Borrower and the Restricted Subsidiaries after the Effective Date and on or prior to such date, (y) in the form of cash or Cash Equivalents and (z) such Investment was made using the Available Amount, *plus*

(c) Investments of the Borrower or any Restricted Subsidiary in any Unrestricted Subsidiary or any third party (including any Joint Venture) that has been re-designated as a Restricted Subsidiary or that has been merged, amalgamated or consolidated with or into, or transfers or conveys all of its assets to, or is liquidated, wound up or dissolved into, the Borrower or any Restricted Subsidiary, in each case (x) after the Effective Date and on or prior to such date (up to the lesser of (i) the Fair Market Value of the Investments of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or third party at the time of such re-designation or merger, amalgamation or consolidation and (ii) the Fair Market Value of the original Investment by the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or third party; *provided* that, in the event such original Investment was made with cash, the Fair Market Value of such Investment shall be deemed to be the cash value) and (y) to the extent such Investment was made using the Available Amount, *plus*

(d) the Net Proceeds of a sale or other Disposition of any Unrestricted Subsidiary or Joint Venture (including the issuance of stock of an Unrestricted Subsidiary) received by the Borrower or any Restricted Subsidiary to the extent the Investment in such Unrestricted Subsidiary or Joint Venture was made using the Available Amount (not to exceed the original amount of such Investments), *plus*

(e) to the extent not included in Consolidated Net Income, dividends or other distributions or Returns on capital received by the Borrower or any Restricted Subsidiary from an Unrestricted Subsidiary or Joint Venture to the extent the Investment in such Unrestricted Subsidiary or Joint Venture was made using the Available Amount (not to exceed the original amount of such Investments);

provided that, any action or event that occurs during the Suspension Period that would otherwise have the effect of increasing the Available Amount under clauses (a), (b), (c), (d) and (e) above, shall be disregarded for purposes of calculating the Available Amount.

"**Available Equity Amount**" means, at any date of determination, a cumulative amount of cash or Cash Equivalents or the Fair Market Value of other property or assets equal to (without duplication):

(a) the greater of (i) $5,000,000 and (ii) 12.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of determination (measured as of the date such determination based upon the financial statements most recently delivered on or prior to such date pursuant to Section 5.01(a) or (b)), *plus*

(b) after the Suspension Period has ended, the aggregate amount of cash and Cash Equivalents and the Fair Market Value of marketable securities or other property, in each case, contributed to the capital of the Borrower, or the proceeds received by the Borrower from the

issuance of any Equity Interests of any Parent Entity (including Holdings) or the Borrower (or

~~incurrences of Indebtedness that have been converted into or exchanged for Qualified Equity Interests of Holdings or the Borrower), in each case during the period after the Effective Date through and including such date, but excluding (i) amounts received from Holdings, the Borrower or any Restricted Subsidiary and (ii) all proceeds from the issuances of Disqualified Equity Interests (for the avoidance of doubt, no transaction shall be made in reliance on this clause (b) during the Suspension Period), *plus*~~

~~(c) Returns received after the Effective Date and on or prior to such date in cash or Cash Equivalents by the Borrower and the Restricted Subsidiaries on Investments made using the Available Equity Amount (not to exceed the original amount of such Investments), *plus*~~

~~(d) the aggregate amount as of such date of any Retained Declined Proceeds since the Effective Date;~~

~~*provided* that the Available Equity Amount shall not include any Cure Amount;~~

~~*provided further* that, any action or event that occurs during the Suspension Period that would otherwise have the effect of increasing the Available Equity Amount under clauses (a), (b), (c) and (d) above, shall be disregarded for purposes of calculating the Available Equity Amount.~~

"Available Excess Cash Flow Amount" means, at any date of determination, an amount equal to (a) commencing with the fiscal year of the Borrower ending December 31, ~~2020~~2024 (with respect to the fiscal year ending December 31, 2024, for the period from the Effective Date to December 31, 2024), the sum of the amount of Excess Cash Flow (only to the extent such Excess Cash Flow amount for any such fiscal year exceeds $0) for each fiscal year of the Borrower in respect of which consolidated financial statements have been delivered pursuant to Section 5.01(a) on or prior to such date, minus (b) the sum of the aggregate principal amount of the portion of such Excess Cash Flow for such completed fiscal year that has been (or will be for such completed fiscal year ended) after the Effective Date and prior to such date of determination applied to the prepayment of the Term Loans or other Indebtedness in accordance with Section 2.11(d) (without giving effect to any reduction in the dollar amount of such mandatory prepayment as a result of any voluntary prepayment).

"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).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable ~~EEA~~ Resolution Authority in respect of any liability of an ~~EEA~~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).

"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) (i) solely with respect to the Class A Revolving Loans, the sum of (ix) Daily Simple SOFR and (iiy) 0.10% (10 basis points) and (ii) otherwise, 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 syndicated 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 ~~(a) initially, Merger Sub, and (b) upon and after the consummation of the Merger,~~ Norvax~~,~~ and shall include any Successor Borrower, to the extent applicable.

"Borrowing" means (a) 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, or (b) a Swingline Loan.

"Borrowing Minimum" means (a) in the case of a Term Loan Borrowing or a Revolving Loan

Borrowing, $1,000,000 and (b) in the case of a Swingline Loan, $100,000.

"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.

"Capital Expenditures" means, for any period, the additions to property, plant and equipment and other capital expenditures of the Borrower and the Restricted 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.

"Capitalized Software Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person during such period in respect of licenses or purchased software or internally developed software and software enhancements 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 Collateralize" means to pledge and deposit with or deliver to the Collateral Agent, for the benefit of one or more of the Issuing Banks or Revolving Lenders, as collateral for LC Exposure or obligations of the Revolving Lenders to fund participations in respect of LC Exposure, cash or deposit account balances under the sole dominion and control of the Collateral Agent or, if the Collateral Agent and each Issuing Bank shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Collateral Agent and each applicable Issuing Bank. "Cash Collateral" and "Cash Collateralization" shall have meanings correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

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

(a) Dollars~~, Euros, Sterling, Australian dollars, Canadian dollars, Yuan and such other currencies held by it from time to time in the ordinary course of business~~;

(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~~) Switzerland or (iii~~) 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) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business; *provided* such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which~~

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~~such Foreign Subsidiary maintains its chief executive office and principal place of business;~~

~~*provided* such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "**Approved Foreign Bank**"), and in each case with maturities of not more than 24 months from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;~~

(~~h~~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

(~~m~~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."

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Restricted 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~~wholly-owned subsidiaries that are Guarantors (including, for the avoidance of doubt, through ~~wholly-owned~~wholly-owned subsidiaries that are subsidiaries of the Borrower), to own all of the Equity Interests in the Borrower,

(b) ~~prior to an IPO, the failure by the Permitted Holders to, directly or indirectly through one or more holding companies, own beneficially and of record at least a majority of the outstanding Voting Stock of Holdings, or~~[reserved]

(c) ~~after an IPO,~~ any person, entity or "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, but excluding any employee benefit plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor), other than the Permitted Holders (or any Parent Entity of Holdings controlled directly or indirectly by the Permitted Holders), shall at any time have acquired direct or indirect beneficial ownership of voting power of the outstanding Voting Stock of Holdings having more than the greater of (A) 35.0% of the outstanding Voting Stock of Holdings and (B)

the percentage of the then-existing outstanding Voting Stock of Holdings owned in the aggregate, directly or indirectly, beneficially, by the Permitted Holders, 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~~., or~~

(d) the Class A Common Stock of Parent ceases to be listed on any of The New York Stock Exchange, NYSE American, The NASDAQ Global Market, The NASDAQ Global Select Market or The Nasdaq Capital Market (or any of their respective successors) in connection with a "take private" or similar transaction consummated after the third anniversary of the Effective Date.

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~~) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of Holdings beneficially owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by any other member of such group for purposes of determining whether a Change in Control has occurred and (v~~) 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.

"Class" when used in reference to ~~(a)~~ any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Class A Revolving Loans, Class A-1 Revolving Loans~~, Class B Revolving Loans~~, Other Revolving Loans, Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans, 2021-2 Incremental Term Loans, any other~~ Incremental Term Loans, Replacement Revolving Loans, Other Term Loans~~,~~ or Swingline Loans, ~~(b)~~ any Commitment, refers to whether such Commitment is a Class A Revolving Commitment, Class A-1 Revolving Commitment~~, Class B Revolving Commitment~~, Other Revolving Commitment, Replacement Revolving

Commitment, Initial Term Loan Commitment, ~~2020 Incremental Term Loan Commitment, 2021~~

~~Incremental Term Loan Commitment, 2021-2 Incremental Term Loan Commitment, any other~~ Incremental Commitment or Other Term Commitment and ~~(c)~~ any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Other Term Commitments, Other Term Loans, Other Revolving Commitments (and the Other Revolving Loans made pursuant thereto), Incremental Commitments and Incremental Term Loans, Replacement Revolving Commitments (and Replacement Revolving Loans made pursuant thereto) that have different terms and conditions shall be construed to be in different Classes.

"Class A Revolving Availability Period" means the period from and including the Amendment No. 11 Effective Date to but excluding the Class A Revolving Facility Termination Date.

"Class A Revolving Commitment" means (a) prior to the Amendment No. 11 Effective Date, with respect to each Original Class A Revolving Lender, its Original Class A Revolving Commitment and (b) on and after Amendment No. 11 Effective Date, (i) with respect to each Class A Revolving Lender, the amount set forth under Schedule 1-A of Amendment No. 11, (ii) in the case of any Lender that receives an assignment of any portion of a Class A Revolving Commitment after the Amendment No. 11 Effective Date, the amount specified as such Lender's "Class A Revolving Commitment" in the Assignment and ~~Acceptance~~Assumption pursuant to which such Lender assumed ~~a portion of the Total~~its Class A Revolving Commitment, as such Class A Revolving Commitment may be reduced from time to time pursuant to the terms hereof and (iii) in the case of any Class A Revolving Lender that increases its Class A Revolving Commitment or becomes an Incremental Revolving ~~Credit~~ Commitment Increase Lender, in each case pursuant to Section 2.20, the amount specified in the applicable Incremental ~~Agreement~~Facility Amendment, in each case under this clause (b), as such Class A Revolving Commitment may be reduced from time to time pursuant to the terms hereof. As of ~~Amendment No. 11~~the Effective Date, the aggregate amount of the Class A Revolving Commitments outstanding is $88,500,000.

~~"**Class A Revolving Facility**" means the revolving credit facility represented by the Class A Revolving Commitments.~~

"Class A Revolving Facility Termination Date" means the earliest of (x) the Revolving Maturity Date of the Class A Revolving Commitments and (y) the termination of the Class A Revolving Commitments and payment in full of all Loan Document Obligations arising in respect of the Class A Revolving Loans, including for the avoidance of doubt that all Letters of Credit (other than those that have been Cash Collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the relevant Issuing Bank) shall have been cancelled, terminated or have expired and all amounts drawn or paid thereunder shall have been reimbursed in full.

"Class A Revolving Lender" means (a) prior to the Amendment No. 11 Effective Date, each Original Class A Revolving Lender and (b) on and after the Amendment No. 11 Effective Date, each Lender that holds a Class A Revolving Commitment.

"Class A Revolving Loan" means a Revolving Credit Loan made by any Class A Revolving Lender pursuant to its Class A Revolving Commitment.

"Class A-1 Revolving Availability Period" means the period from and including the Class A Revolving Facility Termination Date to but excluding the Class A-1 Revolving Facility Termination Date.

"Class ~~B~~A-1 Revolving Commitment" means (a) ~~prior to the Amendment No. 11 Effective Date,~~ with respect to each ~~Original Class B Revolving Lender, its Original Class B Revolving Commitment and (b) on and after the Amendment No. 11 Effective Date, (i) with respect to any Revolving Lender that is not a Submitting~~Class A-1 Revolving Lender, the amount set forth ~~under~~on Schedule ~~1 B of Amendment No. 11~~2.01 under the caption "Class A-1 Revolving Commitment", (~~ii~~b) in the case of any Lender that receives an assignment of any portion of a Class ~~B~~A-1 Revolving Commitment after the Effective Date, the amount specified as such Lender's "Class ~~B~~A-1 Revolving Commitment" in the Assignment and ~~Acceptance~~Assumption pursuant to which such Lender assumed ~~a portion of the Total~~its Class ~~B~~A-1 Revolving Commitment, as such Class ~~B~~A Revolving Commitment may be reduced from time to time pursuant to the terms hereof and (~~iii~~c) in the case of any Class ~~B~~A-1 Revolving Lender that increases its Class ~~B~~A-1 Revolving Commitment or becomes an Incremental Revolving ~~Credit~~ Commitment Increase Lender, in each case pursuant to Section 2.20, the amount specified in the applicable Incremental ~~Agreement, in each case under this clause (b)~~Facility Amendment, as such Class ~~B~~A-1 Revolving Commitment may be reduced from time to time pursuant to the terms hereof. As of ~~Amendment No. 11~~the Effective Date, the aggregate amount of the Class ~~B~~A-1 Revolving Commitments outstanding is $~~23,000,000~~35,000,000.

"Class ~~B~~A-1 Revolving Facility Termination Date" means the earliest of (x) the ~~r~~Revolving ~~credit facility represented by~~Maturity Date of the Class ~~B~~A-1 Revolving Commitments and (y) the termination of the Class A-1 Revolving Commitments and payment in full of all Loan Document Obligations arising in respect of the Class A-1 Revolving Loans.

"Class ~~B~~A-1 Revolving Lender" means ~~(a) prior to the Amendment No. 11 Effective Date, each Original Class B Revolving Lender and (b) on and after Amendment No. 11 Effective Date,~~ each Lender that holds a Class ~~B~~A-1 Revolving Commitment.

"Class ~~B~~A-1 Revolving Loan" means a Revolving Credit Loan made by any Class ~~B~~A -1 Revolving Lender pursuant to its Class ~~B~~A-1 Revolving Commitment.

"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, in each case under this clause (a) together with, in the case of any such Loan Document executed and delivered after the Effective Date, documents of the type referred to in Section ~~4.01~~10(~~b~~f) ~~and Section 4.01(d)~~of the Amendment and Restatement Agreement;

(b) all outstanding Equity Interests of the Borrower and, to the extent owned by or on behalf of any Loan Party, the Restricted Subsidiaries (other than any Equity Interests constituting Excluded Assets) ~~owned by or on behalf of any Loan Party~~ shall have been pledged pursuant to the Collateral Agreement and ~~the~~(except in the case of Equity Interests of Persons who are not Restricted Subsidiaries, including any Joint Ventures that are not Restricted 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 Restricted Subsidiaries is (x) owing to any Loan Party, (y) in a principal amount in excess of $~~2,500,000~~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 Restricted 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 ~~and~~or reasonably requested by the ~~Administrative~~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 ~~Administrative~~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 ~~use reasonable best efforts to~~ 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") upon the opening of any such new account and not later than ~~90~~30 days following the ~~opening or~~ acquisition of any ~~such~~existing account (or, in each case, such longer period as the ~~Administrative~~Collateral Agent may agree in its sole discretion); and

(f) the ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 ~~Borrower reasonably determines in consultation with (but without the consent of) 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) ~~and~~/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 ~~any~~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 $~~2,500,000~~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 $~~2,500,000~~1,000,000, and (E) ~~[reserved]~~the Equity Interests of any Joint Venture that is not a Subsidiary, (e) no actions in any ~~non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction~~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 ~~located or titled outside of the United States~~ of any Foreign Subsidiary organized in such jurisdiction that is not a Material Subsidiary (including any Equity Interests of such Foreign Subsidiaries ~~and any Foreign Intellectual Property~~) or to perfect or make enforceable any security interests in any such assets ~~(it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction),~~ 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 Incremental Commitment, its Revolving Commitment (including the ~~2020 Incremental Revolving Commitments, Incremental No. 3 Revolving Commitments, Incremental No. 4 Revolving Commitments, Class A Revolving Commitments and Class B~~Class A Revolving Commitments), Replacement Revolving Commitment, Other Revolving Commitment of any Class, Initial ~~Term Loan Commitment, 2020 Incremental Term Loan Commitment, 2021 Incremental Term Loan Commitment, 2021-2 Incremental~~ Term Loan Commitment or Other Term Commitment of any Class or any combination thereof (as the context requires).

~~"**Commitment Letter**" means that certain Commitment Letter, dated as of August 15, 2019, by and among Blizzard Parent, LLC, Owl Rock Capital Corporation, Owl Rock Capital Corporation II, Owl Rock Technology Finance Corp. and Owl Rock Capital Advisors, LLC, MidCap Financial Trust and Benefit Street Partners L.L.C.~~

"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 ~~and the Borrower~~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 ~~and the Borrower~~reasonably determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent ~~and the Borrower~~ 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 Cash Balance" means, as of any date of determination, (a) the aggregate amount of

cash of the Loan Parties (determined in accordance with GAAP) minus (b) (1) cash of Loan Parties consisting of proceeds from an issuance of or capital contributions to Capital Stock of the Borrower, (2) the amount of restricted cash (determined in accordance with GAAP) or any cash subject to legal or contractual restrictions or not freely available for use by the Loan Parties, (3) the amount of cash set aside to pay amounts then due and owing to unaffiliated third parties, (4) the amount of cash for which the Loan Parties have issued checks or initiated wires or ACH transfers in order to utilize such cash (or will, within five (5) Business Days issue checks or initiate wires or ACH transfers in order to utilize such cash), (5) any cash related to proceeds in respect of Casualty Events and (6) any Letters of Credit.

"Consolidated Cash EBITDA" means, for any period, Consolidated EBITDA, plus, without duplication, 100% of the net decrease in the Contract Asset Balance on the last day of such period compared to the first day of such period (other than net decreases (if any) that were included pursuant to clause (a) of the definition of Consolidated EBITDA in arriving at such Consolidated EBITDA), less 100% of the net increase in the Contract Asset Balance on the last day of such period compared to the first day of such period (other than net increases (if any) that were included pursuant to clause (c) of the definition of Consolidated EBITDA in arriving at such Consolidated EBITDA)~~.~~; provided, however, that the portion of any net decrease or net increase in the Contract Asset Balance that occurs on the closing date of any Acquisition or Disposition (including, for the avoidance of doubt, the ETQ Acquisition) solely as a result of the consummation of such Acquisition or Disposition shall not be included in the calculation of Consolidated Cash EBITDA; provided, further, that any such net increase or net decrease occurring after the closing date of such Acquisition or Disposition shall be included in the calculation of Consolidated Cash EBITDA. Notwithstanding the foregoing, but subject to any adjustment set forth in clauses (I) and (II) of the proviso at the end of the definition of "Consolidated EBITDA" with respect to Acquisitions and Dispositions occurring prior to, on and following the Effective Date and other adjustments contemplated by Section 1.11 and clause (b) of the definition of "Consolidated EBITDA" (in each case, other than with respect to the ETQ Acquisition), Consolidated Cash EBITDA shall be $80,838,000, $1,251,000 and -$12,448,000 for the fiscal quarters ended March 31, 2024, June 30, 2024 and September 30, 2024, respectively.

~~"**Compliance Certificate**" means a Compliance Certificate required to be delivered pursuant to Section 5.01.~~

"Consolidated EBITDA" means, for any period, the Consolidated Net Income for such period, plus:

(a) without duplication and to the extent already deducted or, in the case of clauses ~~(iv), (v), (vii), (xiii) and (xix)~~ below, to the extent not included (and not added back or excluded) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense and, to the extent not reflected in such total interest expense, non-cash interest payments, premium payments, debt discount, fees, charges and related expenses incurred in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, the implied interest component of synthetic leases with respect to such period~~,~~ and interest in respect of Financing Lease Obligations, ~~any discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Financing, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk,~~ net of interest income ~~and gains on such hedging obligations or such derivative instruments, and commissions, discounts and other fees and charges owed with respect to bankers acceptances, and bank~~

and letter of credit fees and costs of surety bonds in connection with financing activities (whether amortized or immediately expensed),

(ii) provision for taxes based on income, profits, or revenue or capital, and sales taxes, including federal, foreign and state income, franchise, excise and similar taxes based on income, profits, or revenue or capital and foreign withholding taxes paid or accrued during such period (including in respect of repatriated funds) including penalties and interest related to such taxes or arising from any tax examinations, including Tax Distributions pursuant to Section 6.08(a)(vii)(A),

(iii) depreciation and amortization (including amortization of (A) deferred financing commissions, fees, expenses, yield or costs (including original issue discount) and (B) intangible assets, including goodwill and Capitalized Software Expenditures),

(iv) other non-cash charges (*provided*, in each case, that ifother than any non-cash charges that represent an accrual or reserve for potential cash items in any future period, (A) the Borrower may determine not to add back such non-cash charge in the current period or (B) to the extent the Borrower decides to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent), and excluding amortization of a prepaid cash item that was paid in a prior period),

(v) any costs or expenses related to any severance payments, severance arrangement, separation or termination payments, non-compete agreements, or other similar agreements and the employer portion of any payroll taxes associated therewith,

(v) the aggregate amount of Consolidated Net Income attributable to non-controlling interests of third parties in any non-wholly-owned Subsidiary, excluding cash distributions in respect thereof to the extent already included in Consolidated Net Income,

(vi) (A) the amount of management, monitoring, consulting and advisory fees, indemnities and related expenses paid or accrued in such period to (or on behalf of) any Investor (including any termination fees payable in connection with the early termination of management and monitoring agreements and any expenses paid in connection with the limited partnership agreement, unitholder agreement or similar agreement applicable to any Parent Entity (in each case, including any amortization thereof)), (B) the amount of any fees or reimbursements (including pursuant to any management agreement) of directors, officers, employees, consultants and board observers (*provided* that the aggregate amount of consulting fees, costs and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent for any fiscal quarter ending after March 31, 2023 shall not be added back pursuant to this clause (B), but instead shall be subject to clause (a)(xx) of this definition and/or clause (b) of Consolidated Net Income), (C) the amount of payments made to option holders of Holdings, the Borrower or any Parent Entity in connection with, or as a result of, any distribution being made to shareholders of such Person or its direct or indirect Parent Entities, which payments are being made to

compensate such option holders as though they were shareholders at the time of, and

~~entitled to share in, such distribution, and the employer portion of any payroll taxes associated therewith, in each case to the extent permitted in the Loan Documents, and (D) amounts of the type described in clauses (A) through (C) of this paragraph (vi) paid or accrued on or prior to the Effective Date (and following the Effective Date, with respect to indemnification or other amounts owed in respect of arrangements in effect prior to the Effective Date) and payable to Affiliates of the Target prior to the Effective Date,~~

~~(vii) losses or discounts on sales of receivables and related assets in connection with any Permitted Receivables Financing,~~

~~(viii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in the calculation of Consolidated EBITDA in any prior period to the extent non-cash gains relating to such receipts were deducted in the calculation of Consolidated EBITDA pursuant to clause (c) below for any previous period and not added back,~~

~~(ix) (A) any costs or expenses incurred or paid by the Borrower (or Holdings or any Parent Entity) or any Restricted Subsidiary pursuant to any management equity plan, stock option plan, "phantom" stock plans or any other management or employee benefit plan or long-term incentive plan or agreement, any severance agreement or any stock subscription or shareholder agreement, non-compete agreements and other similar agreements and the employer portion of any payroll taxes associated therewith, and (B) any charge in connection with the rollover, acceleration or payout of equity interests held by management and members of the board of the Borrower (or Holdings, or any Parent Entity) and the employer portion of any payroll taxes associated therewith, in each case under this clause (B), to the extent any such cash charge is funded with net cash proceeds contributed to the Borrower as a capital contribution or as a result of Net Proceeds of an issuance of Equity Interests (other than Disqualified Equity Interests, any "specified equity contribution" or any "excluded contribution" (other than any such excluded contribution designated for such purpose)) of the Borrower,~~

~~(x) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of FASB Accounting Standards Codification 715, and any other items of a similar nature,~~

(~~xi~~vi) charges attributable to, and payments of, legal settlements, fines, judgments or orders~~,~~ (including legal expenses and indemnification payments related thereto), net of any insurance recoveries related thereto recorded under GAAP,

~~(xii) earn-out obligations and other post-closing obligations to sellers (including transaction tax benefit payments or to the extent accounted for as bonuses or otherwise) incurred in connection with the Transactions and/or any Acquisition Transaction or other Investment (including any acquisition or other investment~~

consummated prior to the Effective Date) or adjustments thereof, which is paid or accrued during the applicable period,

(xiiivii)to the extent not otherwise included in Consolidated Net Income, proceeds of business interruption insurance (to the extent actually received during such period) in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as the Borrower in good faith expects to receive such proceeds within the next four fiscal quarters (it being understood that to the extent such proceeds are not actually received within such fiscal quarters, such proceeds shall be deducted in calculating Consolidated EBITDA for such fiscal quarters)),

(xiv) the amount of any charge or deduction associated with any Restricted Subsidiary that is attributable to any non-controlling interest or minority interest of any third party,

(xv) (A) the amount of any charge in connection with a single or one-time event, including, without limitation, in connection with the Transactions and/or any Acquisition Transaction or other Investment consummated after the Effective Date (including, without limitation, legal, accounting and other professional fees and expenses incurred in connection with acquisitions and other investments made prior to the Effective Date) and (B) [reserved]; *provided* that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(xv), when combined, without duplication, with any amount added pursuant to clauses (a)(xvi), (a)(xx) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c) for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),

(xvi) charges relating to the sale of products in new locations, including, without limitation, start-up costs, initial testing and registration costs in new markets, the cost of feasibility studies, travel costs for employees engaged in activities relating to any or all of the foregoing and the allocation of general and administrative support in connection with any or all of the foregoing; *provided* that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(xvi), when combined, without duplication, with any amount added pursuant to clauses (a)(xv), (a)(xx) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c) for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),

(xvii) charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and charges relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange

companies with listed equity or debt securities, employees', consultants', directors' or

~~managers' compensation, fees and expense reimbursement, charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees (collectively, "**Public Company Costs**"),~~

~~(xviii) [reserved],~~

~~(xix) add-backs and adjustments identified in the quality of earnings analysis prepared by PricewaterhouseCoopers LLP dated June 8, 2019 (the "**QofE Report**") and delivered to the Joint Lead Arrangers,~~

(~~xx~~viii) costs, expenses, charges, accruals, reserves or expenses, in each case incurred in such period and attributable to the undertaking and/or the implementation of ~~cost savings initiatives,~~ operating expense reductions and other similar cost~~s restructurings, strategic initiatives and any accruals or reserves (including restructuring and integration costs related to acquisitions after the Effective Date and adjustments to existing reserves) whether or not classified as restructuring expense on the consolidated financial statements~~reductions, including the "AI Automation" initiative; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(~~xx) (other than the aggregate amount of vendor and real estate restructuring charges and/or costs and fees, costs, charges and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent, in each case, for any fiscal quarter ending on or prior to March 31, 2023~~viii), when combined, without duplication, with any amount added pursuant to clause~~s (a)(xv), (a)(xvi) and (b)(1) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income"~~(b) and included pursuant to Section 1.11(c) for any Test Period shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs)~~, and~~; provided that no operating expense reductions or similar cost reductions shall be added pursuant to this clause (a)(viii) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or synergies that are included in clause (b) below or otherwise added back in the computation of Consolidated EBITDA (whether through a pro forma adjustment or otherwise) for such period,

~~(xxi) operating expenses incurred on or prior to the Effective Date attributable to (A) salary obligations paid to employees terminated prior to the Effective Date and (B) wages paid to executives in excess of the amounts the Borrower is required to pay pursuant to its employment agreements,~~

(ix) (x) Transaction Costs, including amounts related to the pursuit of other refinancing transactions by the Borrower prior to the Effective Date as an alternative to the Transactions, (y) costs, expenses or charges incurred in pursuit of, or in connection with the consummation of, any Acquisition Transaction before or after the Effective Date (including any prospective or abandoned acquisition transaction), including (i) due diligence expenses, legal expenses, accounting expenses, and the fees and expenses of consultants and professionals, (ii) payment of any severance and the amount of any other success, change of control, retention or similar bonuses or payments (other than severance or similar payments to the extent added back

pursuant to clause (a)(v) above) payable to any current or former employee, director, officer or consultant as a result of the consummation of such Acquisition Transaction, (iii) costs in connection with payments related to the rollover, acceleration or payout of equity interests and stock options, including, in each case, the payment of any related employer taxes related to the items and (iv) any earnout obligations or other post-closing obligations to sellers (including transaction tax benefit payments or to the extent accounted for as bonuses or otherwise) incurred in connection with any Acquisition Transaction, including any adjustments and including, in each case, amounts related to the ETQ Acquisition; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(ix)(y) (not including any amounts added back in connection with the ETQ Acquisition) for any Test Period shall not exceed $3,000,000, and (z) costs, expenses, fees or charges incurred in pursuit of an issuance or offering of equity or equity-linked securities of Holdings or any Parent Entity; provided that the aggregate amount added to Consolidated EBITDA pursuant to this clause (a)(ix)(z) for any Test Period shall not exceed $3,000,000 (not including placement fees, underwriting discounts and other similar amounts),

plus

(b) ~~(1)~~ without duplication, the amount of "run rate" cost savings, operating expense reductions and cost synergies related to the Transactions and any Specified Transaction, any restructuring~~,~~ or cost saving ~~initiative or other~~ initiative that are projected by the Borrower in good faith to be realized as a result of actions that have been taken or initiated or are expected to be taken or initiated on or prior to the date that is four fiscal quarters after the date of consummation of the Transactions, such Specified Transaction, restructuring~~,~~ or cost saving ~~initiative or other~~ initiative, in each case, as applicable, including any cost savings, expenses and charges (including restructuring and integration charges) in connection with, or incurred by or on behalf of, any Joint Venture of the Borrower or any of the Restricted Subsidiaries (whether accounted for on the financial statements of any such Joint Venture or the Borrower; provided that the share of any such "run rate" cost savings, operating expense reductions and cost synergies with respect to a Joint Venture that are to be allocated to the Borrower or any of the Restricted Subsidiaries shall not exceed the total amount thereof for any such Joint Venture multiplied by the percentage of income of such Joint Venture reasonably projected by the Borrower in good faith to be included in Consolidated Net Income for the relevant Test Period) with respect to any of the Transactions~~,~~ and any Specified Transaction ~~and any~~, restructuring~~,~~ or cost saving ~~initiative or other~~ initiative (which cost savings shall be added to Consolidated EBITDA for each Test Period until fully realized and shall be calculated on a pro forma basis as though such cost savings had been realized on the first day of the relevant Test Period, net of the amount of actual benefits realized from such actions); provided that (A) such cost savings are reasonably identifiable and factually supportable ~~and~~, (B) no cost savings, operating expense reductions or cost synergies shall be added pursuant to this clause (b) to the extent duplicative of any expenses or charges relating to such cost savings, operating expense reductions or cost synergies that are included in clause (a) above or otherwise added back in the computation of Consolidated EBITDA (whether through a pro forma adjustment or otherwise) for such period (it being understood and agreed that "run rate" shall mean the full recurring benefit that is associated with any action taken) and (C) the aggregate amount added to Consolidated EBITDA pursuant to this clause (b)~~(1)~~, when combined, without duplication, with any amount added pursuant to clause~~s~~ (a)~~(xv), (a)(xvi) and (a)(xx) of this definition, excluded pursuant to clauses (a) and (b) of the definition of "Consolidated Net Income"~~viii) and included pursuant to Section 1.11(c) for any Test Period shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs) ~~and (2) other adjustments and add-backs calculated in accordance with Regulation S-X (as in effect immediately prior to January 1, 2021),~~,

less

(c) without duplication and (other than with respect to clauses (ii) ~~and (iii)~~ below) to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any ~~prior~~ period), and

~~(ii) the amount of any non-controlling interest consisting of loss attributable to non-controlling interests of third parties in any Restricted Subsidiary that is not a wholly owned subsidiary added to and not deducted in such period from Consolidated Net Income,~~

(ii~~i~~) cash expenditures (or any netting arrangements resulting in increased cash expenditures) not representing Consolidated EBITDA in any period to the extent non-cash losses relating to such expenditures were added to the calculation of Consolidated EBITDA for any previous periods and not subtracted back, ~~and~~

~~(iv) interest expense and principal payments made by any Receivables Subsidiary in respect of any Permitted Receivables Financing, but excluding (A) payments of principal to the extent effecting a Refinancing thereof or (B) any other prepayment of any such Permitted Receivables Financing, but only to the extent that any remaining Permitted Receivables Financing Assets formerly subject to any such Permitted Refinancing Facility are transferred by the Receivables Subsidiary to a Borrower or a Restricted Subsidiary (other than a Receivables Subsidiary) in connection with such prepayment,~~

in each case, as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP; provided that:

(I) there shall be included in determining Consolidated EBITDA for any period, without duplication, the Acquired EBITDA of any Person, property, business or asset acquired by the Borrower or any Restricted Subsidiary during such period (other than any Unrestricted Subsidiary) ~~whether such acquisition occurred before or~~ after the Effective Date to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired~~, including pursuant to a transaction consummated prior to the Effective Date,~~ and not subsequently so disposed of, an "Acquired Entity or Business"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), in each case based on the Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical pro forma basis,

(II) there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued

operations by the Borrower or any Restricted Subsidiary during such period (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of) (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "Sold Entity or Business"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), in each case based on the Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis, and

(III) Consolidated EBITDA shall be *increased* (with respect to losses) or *decreased* (with respect to gains) by, without duplication, any net realized gains and losses relating to (i) amounts denominated in foreign currencies resulting from the application of FASB ASC 830 (including net realized gains and losses from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized gains or losses from related Swap Agreements (entered into in the ordinary course of business or consistent with past practice)) or (ii) any other amounts denominated in or otherwise trued-up to provide similar accounting as if it were denominated in foreign currencies.

~~Notwithstanding the foregoing, but subject to any adjustment as set forth above in clauses (I) and (II) of the immediately preceding proviso with respect to Acquisitions and Dispositions occurring prior to, on and following the Effective Date and other adjustments contemplated by Section 1.11 and clause (b) above, Consolidated EBITDA shall be $5,200,000, $19,500,000, $13,000,000 and $135,700,000 for the fiscal quarters ended March 31, 2019, June 30, 2019, September 30, 2019 and December 31, 2019, respectively.~~

"Consolidated Net Income" means, for any period, the Net Income of the Borrower and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication:

~~(a) extraordinary, exceptional, unusual or non-recurring gains or losses (less all fees and expenses relating thereto) or expenses; *provided* that the aggregate amount excluded pursuant to clause (a) of this definition, when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(xv), (a)(xvi), (a)(xx) and (b)(1) of the definition of "Consolidated EBITDA," excluded pursuant to clause (b) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c), in each case, for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 10.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),~~

~~(b) restructuring charges, severance costs, security, relocation costs, integration and facilities' opening costs, redundancy charges, business optimization charges, including related to new product introductions, systems implementation charges, charges relating to entry into a new market, consulting charges, product and intellectual property development, software development charges, charges associated with new systems design, project startup charges, information technology charges, charges in connection with new operations, corporate development charges, recruiting fees, signing costs, retention or completion bonuses (and the~~

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~~employer portion of any payroll taxes associated therewith), transition costs, costs (including in~~

~~respect of employees and management) related to establishing new facilities or reserves or related to discontinuation/closure/consolidation of facilities, internal costs in respect of strategic initiatives, duplicative rent expense, implementation of any enhanced accounting function (including in connection with becoming a standalone entity or public company) and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of multi-employer plan or pension liabilities), in each case, incurred during such period; *provided* that the aggregate amount excluded pursuant to clause (b) of this definition (other than the aggregate amount of vendor and real estate restructuring charges and/or costs and fees, costs, charges and expenses paid to the nationally recognized consulting firm identified prior to the Amendment No. 7 Effective Date to the Lenders and the Administrative Agent, in each case, for any fiscal quarter ending on or prior to March 31, 2023), when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(xv), (a)(xvi), (a)(xx) and (b)(1) of the definition of "Consolidated EBITDA," excluded pursuant to clause (a) of the definition of "Consolidated Net Income" and included pursuant to Section 1.11(c), in each case, for any Test Period shall not exceed for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to 20.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs),~~

~~(c) [reserved]~~

~~(d) Transaction Costs, including (i) payment of any severance and the amount of any other success, change of control or similar bonuses or payments payable to any current or former employee, director, officer or consultant of the Borrower or any of its Subsidiaries as a result of the consummation of the Transactions without the requirement of any action on the part of the Borrower or any of its Subsidiaries, and (ii) costs in connection with payments related to the rollover, acceleration or payout of equity interests and stock options held by management and members of the board of the Borrower and its Subsidiaries, including the payment of any employer taxes related to the items in this clause (d), and similar costs, expenses or charges incurred in connection with each Specified Acquisition,~~

(ea) the net income (loss) for such period of any Person that is an Unrestricted Subsidiary and any Person that is not the Borrower or a Subsidiary or that is accounted for by the equity method of accounting, except to the extent of the amount of dividends or distributions or other similar payments that are actually paid in cash (or to the extent converted into cash) by such Person to the Borrower or any Restricted Subsidiary during such period,

~~(f) any fees and expenses (including any transaction or retention bonus or similar payment) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, non-recurring costs to acquire equipment to the extent not capitalized in accordance with GAAP, Investment, recapitalization, asset disposition, non-competition agreement, issuance or repayment of debt, issuance of equity securities (including any IPO of any Parent Entity), refinancing transaction or amendment or other modification of or waiver or consent or forbearance or restructuring relating to any debt instrument (in each case, including the Transaction Costs and any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed and/or successful) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each~~

~~case whether or not successful or completed (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with FASB Accounting Standards Codification 805 and gains or losses associated with FASB Accounting Standards Codification 460),~~

~~(g) any income (loss) for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments,~~

~~(h) accruals and reserves that are established or adjusted in accordance with GAAP (including any adjustment of estimated payouts on existing earnouts, inventory, property and equipment, leases, rights fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or the acquisition method of accounting, as the case may be, in relation to the Transactions or any consummated acquisition (or the amortization or write-off of any amounts thereof) or changes as a result of the adoption or modification of accounting policies during such period or inventory valuation policy methods (including changes in capitalization or variances) or other inventory adjustments (including any non-cash increase in expense as a result of last-in-first-out and/or first-in-last-out methods of accounting),~~

(~~i~~b) all Non-Cash Compensation Expenses,

~~(j) any income (loss) attributable to deferred compensation plans or trusts, any employment benefit scheme or any similar equity plan or agreement,~~

~~(k) any income (loss) from investments recorded using the equity method of accounting (but including any cash dividends or distributions actually received by the Borrower or any Restricted Subsidiary in respect of such investment),~~

(~~l~~c) any gain (loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (loss) from discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of),

(~~m~~d) any non-cash gain (loss) attributable to the mark to market movement in the valuation of hedging obligations or other derivative instruments pursuant to FASB Accounting Standards Codification 815-Derivatives and Hedging or mark to market movement of other financial instruments pursuant to FASB Accounting Standards Codification 825-Financial Instruments; provided that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period,

(~~n~~e) any non-cash gain (loss) related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances or any other currency-related risk), unrealized or realized net foreign currency translation ~~or transaction~~ gains or losses impacting net income,

(~~o~~f) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures (provided, in each case, that the cash payment in respect thereof in such future period shall be subtracted from Consolidated Net Income for the period in which such cash payment was made),

(~~p~~g) any impairment charge or asset write-off or write-down related to intangible assets

(including goodwill), long-lived assets, and investments in debt and equity securities, in each case, including as a result of a Change in Law but excluding current assets, and

(~~q~~h) the effects of purchase accounting, fair value accounting or recapitalization accounting adjustments (including the effects of such adjustments pushed down to the referent Person and its Restricted Subsidiaries) resulting from the application of purchase accounting, fair value accounting or recapitalization accounting in relation to the Transactions or any Acquisition Transaction consummated before or after the Effective Date, and the amortization, write-down or write-off of any amounts thereof, will be excluded~~, and~~.

~~(r) the amount of any expense required to be recorded as compensation expense related to contingent transaction consideration and the employer portion of any payroll taxes associated therewith.~~

There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. ~~In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (it being understood that to the extent such proceeds are not actually received within such 365 day period, such proceeds shall be deducted in calculating Consolidated Net Income for such period), due from insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other Investment or any disposition of any asset permitted hereunder.~~

"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 Restricted Subsidiaries in accordance with GAAP (excluding, for the avoidance of doubt, amounts attributable to Unrestricted Subsidiaries). ~~Prior to the delivery of the financial statements pursuant to Section 5.01(a) and Section 5.01(b), Consolidated Total Assets shall be determined by reference to the Pro Forma Financial Statements.~~

"Consolidated Total Debt" means, as of any date of determination, the outstanding principal amount of all ~~third party~~ indebtedness for borrowed money (including purchase money indebtedness and, if not paid when due and payable, earn-out obligations or similar obligations), unreimbursed drawings under letters of credit to the extent not reimbursed within one Business Day following the drawing thereof (or such later time as may be permitted by the documentation governing the issuance of such letter of credit), Financing Lease Obligations and ~~third party~~ Indebtedness obligations evidenced by bonds, debentures, notes or similar instruments, all fines, settlements payable (but not yet paid) to any Governmental Authority in connection with any violation or alleged violation of Health Care Laws, and, without duplication all guarantees of the foregoing, in each case of the Borrower and the Restricted Subsidiaries on such date, on a consolidated basis and determined in accordance with GAAP (but without giving effect to any election to value any such Indebtedness at "fair value~~;~~", as described in clause (a) of the definition of "GAAP~~;~~", or any other accounting principle that results in any such Indebtedness ~~(other than zero coupon Indebtedness)~~ being reflected as an amount below the stated principal amount thereof

and excluding, in any event, the effects of any discounting of Indebtedness resulting from the application of acquisition method accounting in connection with any Permitted Acquisition or other Investment); *provided* that ~~Permitted Receivables Financings shall not constitute Indebtedness of the type included in the definition of~~ Consolidated Total Debt~~.~~ shall not include any Indebtedness owing by a Loan Party to (i) another Loan Party or (ii) a Restricted Subsidiary that is required to become a Loan Party pursuant to Section 5.11 of this Agreement, so long as such Restricted Subsidiary does so become a Loan Party within the 30-day period (or such longer period agreed to by the Administrative Agent) prescribed therefor.

~~"**Consolidated Total Net Debt**" means, as of any date of determination, Consolidated Total Debt as of such date, *minus* an amount (which shall not be less than zero and not to exceed $25,000,000) of the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Restricted 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, as reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with GAAP but without giving pro forma effect to the receipt of the proceeds of any Indebtedness that is incurred on such date.~~

"Consolidated Working Capital" means, at any date, ~~the excess of~~ (a) the sum of all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date, excluding the current portion of current and deferred income taxes ~~over~~minus (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date, including (for purposes of both clauses (a) and (b)) current and long-term deferred revenue but excluding (for purposes of both clauses (a) and (b) above, as applicable), without duplication, (i) the current portion of any Funded Debt, (ii) all Indebtedness consisting of Loans and obligations under the Revolving Credit Facility, any Replacement Revolving Facility, Other Revolving Loans or any other revolving credit facility that is effective in reliance on Section 6.01(a)(xxiii), to the extent otherwise included therein, (iii) ~~the current portion of interest, (iv) the current portion of current and deferred income taxes, (v)~~ any other liabilities that are not Indebtedness and will not be settled (and are not required to be settled) in cash or Cash Equivalents during the next succeeding twelve month period after such date, (~~vi~~iv) the effects from applying recapitalization or purchase accounting, ~~(vii) any earn out obligations~~ and (~~viii~~v) any asset or liability in respect of net obligations of such Person in respect of Swap Agreements entered into in the ordinary course of business; provided that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from acquisitions or dispositions by the Borrower and the Restricted Subsidiaries shall be measured from the date on which such acquisition or disposition occurred ~~until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition~~ and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the Excess Cash Flow calculation~~,~~ and (II~~) the impact of adjusting items in the definition of "Consolidated Net Income" and (III~~) any changes in current assets or current liabilities as a result of (x) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under hedging agreements or other derivative obligations~~,~~ or (y) ~~any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent or (z)~~ the effects of acquisition method accounting.

~~"**Contract Asset Balance Coverage Ratio**" means, on any date of determination, the~~

ratio of (a) the Contract Asset Balance as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated Total Net Debt as of the last day of such Test Period.

"Contract Asset Balance" means, as of the date of determination and on a consolidated basis, the aggregate value of cash payments due to, but not yet received by, the Borrower and its Restricted Subsidiaries (including any Receivables Subsidiary) in connection with all policies sold on behalf of insurance carriers, including but not limited to, all current and future cash flows associated with first year and renewal commissions, net of any commissions due to external producers in respect of such policies.

"**Contract Consideration**" has the meaning assigned to such term in the definition of "Excess Cash Flow."

"Contract Asset Balance Coverage Ratio" means, on any date of determination, the ratio of (a) Consolidated Total Debt as of the last day of such Test Period to (b) the Contract Asset Balance (without giving effect to the netting of commissions specified therein) as of the last day of the Test Period most recently ended on or prior to such date of determination.

"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."

"Converted Restricted Subsidiary" has the meaning assigned to such term in the definition of "Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning assigned to such term in the definition of "Consolidated EBITDA."

"Corrective Loan Modification Agreement" has the meaning assigned to such term in Section 2.24(f).

"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 9.22.

"Credit Agreement Refinancing Indebtedness" means Permitted Equal Priority Refinancing Debt, Permitted Junior Priority Refinancing Debt or Permitted Unsecured Refinancing Debt, in each case, that is issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) solely to Refinance, in whole or, subject to clause (i) below, in part, existing Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans, 2021-2 Incremental Term Loans, any other~~ Incremental Term Loans, Other Term Loans, Replacement Revolving Loans (or unused Replacement Revolving Commitments), Revolving Loans (or unused Revolving Commitments), Other Revolving Loans (or unused Other Revolving Commitments) or any then-existing Credit Agreement Refinancing Indebtedness ("Refinanced Credit Agreement Debt"); provided that such Indebtedness: (a) ~~except with respect to Indebtedness constituting a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (a) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or Indebtedness subject to Customary Escrow Provisions,~~ does not mature earlier than and, except in the case of the Revolving Commitments, does not have a Weighted Average Life to Maturity shorter than, the earlier of the maturity of such Refinanced Credit Agreement Debt and the Latest Maturity Date, (b) except in connection with a Refinancing of all of the outstanding Obligations and Commitments under this Agreement, does not have mandatory prepayment or redemption provisions (other than customary asset sale proceeds events, insurance, eminent domain and condemnation proceeds events, change of control offers, events of default or, in the case of loans, excess cash flow sweeps no more favorable than that required under Section 2.11(d)), that could result in the prepayment or redemption thereof on or prior to the earlier of the maturity date of the Refinanced Credit Agreement Debt and the Latest Maturity Date; provided that ~~the foregoing requirements of this clause (b) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or if such Indebtedness is subject to Customary Escrow Provisions; *provided*, *further* that,~~ any such Indebtedness that is secured on an equal priority basis with the Liens securing the Secured Obligations may participate in any mandatory prepayments on a pro rata basis (or on a basis that is less than pro rata, but not on a greater than pro rata basis with the Loans), (c) with respect to Refinanced Credit Agreement Debt consisting of Revolving Loans (or unused Revolving Commitments), Replacement Revolving Commitments or Other Revolving Loans (or unused Other Revolving Commitments), will not require scheduled amortization or mandatory commitment reductions prior to the earlier of the Latest Maturity Date and the maturity of such Refinanced Credit Agreement Debt, (d) except as otherwise provided herein or such amount is otherwise permitted under Section 6.01, is in an original aggregate principal amount not greater than the aggregate principal amount of (or the accreted value, if applicable, shall not be greater than that of) the Refinanced Credit Agreement Debt (plus any premium (including tender premiums, if any), accrued interest and fees and expenses incurred in connection with such exchange, extension, renewal, replacement or refinancing (including defeasance costs, underwriting discounts, upfront fees or similar fees~~,~~ or original issue discount ~~or initial yield payments~~) plus an amount equal to existing unutilized commitments and letters of credit undrawn), (e) is not incurred or guaranteed by any entity that is not a Loan Party, (f) in the case of any secured Indebtedness (i) is not secured by any assets not securing the Secured Obligations and (ii) is secured on an equal priority basis with, or on a junior basis to, the Liens securing the Secured Obligations and is subject to the relevant Intercreditor Agreements, (g) has terms and conditions (excluding pricing, interest rate margins, rate floors, discounts, fees, premiums and, subject to clauses (a) and (b) above, prepayment or redemption provisions, which shall be determined by the Borrower), that are not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to the Refinanced Credit Agreement Debt, when taken as a whole (it being understood that, to the extent that

any covenant or other provision is added for the benefit of any such Indebtedness, no consent shall be

required by the Administrative Agent or any of the Lenders if such covenant or other provision is either (i) also added for the benefit of all Credit Facilities hereunder not constituting Refinanced Credit Agreement Debt or (ii) only applicable to periods after the Latest Maturity Date at the time of such refinancing ~~(*provided*, *however*, that, if (x) the documentation governing such Indebtedness that includes a financial maintenance covenant consists of a revolving credit facility (whether or not the documentation therefor includes any other facilities) and (y) such financial maintenance covenant is a "springing" financial maintenance covenant for the benefit of such revolving credit facility or a covenant only applicable to, or for the benefit of, a revolving credit facility, then such Indebtedness or commitments shall not be deemed "more restrictive" with respect to any Term Facility solely as a result of such financial maintenance covenant benefiting only such revolving credit facilities))~~; provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent ~~and the Required Lenders~~ at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent ~~or the Required Lenders~~ notifyies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) ~~and~~, (h) if subordinate in right of payment to the Credit Facilities hereunder, subject to a Subordination Agreement or subordination provisions reasonably acceptable to the Administrative Agent~~, the Required Lenders~~ and the Borrower~~.~~ and (i) shall repay in full in cash all outstanding Loan Document Obligations (other than in respect of contingent indemnification and expense reimbursement claims not then due) owed to the Refinancing Term Lenders (except to the extent any Refinancing Term Lender consents to the waiver of the requirements of this clause (i)). Notwithstanding anything to the contrary herein, after the Effective Date no Class A Revolving Loans or unused Class A Revolving Commitments shall constitute Refinanced Credit Agreement Debt for purposes of this definition.

"Credit Facilities" means the Revolving Credit Facility and the Term Facility.

"Cure Amount" has the meaning assigned to such term in Section 7.02.

"Cure Right" has the meaning assigned to such term in Section 7.02.

~~"**Customary Escrow Provisions**" means customary prepayment or redemption terms relating to Escrowed Proceeds under escrow arrangements.~~

"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~~, in consultation with the Borrower,~~ 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 Restricted 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.

"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 or participations in Letters of Credit or Swingline Loans within two Business Days of the date on which such funding is required hereunder, (b) notified the Borrower, the Administrative Agent, any Issuing Bank, the Swingline Lender 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 and participations in then ~~then~~ outstanding Letters of Credit and Swingline 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, any Issuing Bank, the Swingline Lender and each Lender.

"Defaulting Lender Fronting Exposure" means, at any time there is a Revolving Lender that is a Defaulting Lender, (a) with respect to any Issuing Bank, such Defaulting Lender's Applicable Percentage of the outstanding Letter of Credit obligations other than Letter of Credit obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or cash collateralized in accordance with the terms hereof, and (b) with respect to the Swingline Lender, such Defaulting Lender's Applicable Percentage of Swingline Loans other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or cash collateralized in accordance with the terms hereof.

"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.

"Designated Non-Cash Consideration" means the Fair Market Value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 6.05(j) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the Fair Market Value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

"Disposed EBITDA" means, with respect to any Sold Entity or Business or Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries or to such Converted Unrestricted Subsidiary and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary.

"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."

~~"**Disposition Percentage**" has the meaning assigned to such term in Section 2.11(c).~~

"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); or

(c) 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 of all the Loans and all

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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 has occurred and is continuing, those Persons (other than Company Competitors) identified by Holdings or the Borrower to the ~~Joint Bookrunners~~Administrative Agent in writing on or prior to the ~~Signing~~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 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) ~~a known Affiliate of such Person in the marketplace or (z)~~ 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.

"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.

"Dollars" or "$" refers to lawful money of the United States of America.

"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.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"ECF Percentage" means, with respect to the prepayment required by Section 2.11(d) with respect to any Excess Cash Flow Period, (a) ~~50~~65%, if the Total ~~Net~~ Cash Leverage Ratio ~~(after giving effect to the Permitted ECF Recalculation Considerations) as of the end of such Excess Cash Flow Period is greater than 4.50:1.00, (b) 25%, if the Total Net Cash Leverage Ratio (after~~

~~giving effect to the Permitted ECF Recalculation Considerations) as of the end of such Excess~~

Cash Flow Period is greater than 4.00:1.00 but less than or equal to 4.50:1.00 and (c) 0%, if the Total Net Cash Leverage Ratio (after giving effect to the Permitted ECF Recalculation Considerations) as of the end of such Excess Cash Flow Period is equal to or greater than 3.00:1.00 and (b) 0%, if the Total Cash Leverage Ratio as of the end of such Excess Cash Flow Period is less than 4.003.00:1.00.

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

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

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

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02"Restatement Date" (as defined in the Amendment and Restatement Agreement), which date is September 13, 2019November 4, 2024.

"Effective Date Refinancing" means, collectively, the repayment, repurchase or other discharge of the Existing Credit Agreement Indebtedness, the termination of all commitments to extend credit thereunder and the termination and/or release of any security interests and guarantees in connection therewith. the "Refinancing" (as defined in the Amendment and Restatement Agreement).

"Effective Yield" means, as of any date of determination, the effective yield paid by the Borrower on any Indebtedness as determined by the Borrower and the Administrative Agent in a manner consistent with generally accepted financial practices, taking into account the applicable interest rate margins, any interest rate "floors" (the effect of which floors shall be determined in a manner set forth in the proviso below and assuming that, if interest on such Indebtedness is calculated on the basis of a floating rate, the "Adjusted Term SOFR" or similar component of such formula is included in the calculation of Effective Yield) or similar devices and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the remaining weighted average life to maturity of such Indebtedness and (y) the four years following the date of incurrence thereof, and, if applicable, assuming any replacement revolving credit commitments were fully drawn) payable generally by the Borrower to Lenders or other institutions providing such Indebtedness, but excluding any commitment fees, arrangement fees, structuring fees, underwriting fees, closing payments or other similar fees payable to any arrangers and/or bookrunners (or their respective Affiliates) in connection therewith that are not generally shared with all relevant lenders or holders (in their capacities as such) and, if applicable, ticking fees accruing prior to the funding of such Indebtedness and customary consent or amendment fees for an amendment paid generally to consenting Lenders (and regardless of whether any such fees are paid to, or shared in whole or in part with, any Lender); provided that, with respect to any Indebtedness that includes a "floor,", (a) to the extent that Adjusted Term SOFR on the date that the Effective Yield is being

calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Indebtedness for the purpose of calculating the Effective Yield and (b) to the extent that Adjusted Term SOFR on the date that the Effective Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the Effective Yield.

"Eligible Assignee" means (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) Holdings, the Borrower or any of their Affiliates.

"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 Agreement."

~~"**Equity Capitalization**" has the meaning assigned to such term in the definition of "Equity Contribution".~~

~~"**Equity Contribution**" means the direct or indirect cash equity contributions made by the Sponsor and certain other Investors (including the Management Investors) arranged by or designated by the Sponsor directly or indirectly to the Parent and to Midco, the net proceeds of which will be further contributed by Parent and Midco, directly or indirectly, as cash equity to Merger Sub in connection with the consummation of the Merger (*provided* that any such contributions in a form other than common Equity Interests shall be reasonably acceptable to the Joint Lead Arrangers), in an aggregate amount equal to, when combined with the Fair Market Value of any Equity Interests of any of the Rollover Investors rolled over or invested in connection with the Transactions (the foregoing, the "**Equity Capitalization**") at least 70.0% of the sum of (1) the aggregate amount of Credit Facilities funded on the Effective Date (but excluding the gross proceeds of any Loans borrowed on the Effective Date to fund working capital needs and certain original issue discount or upfront fees) *plus* (2) the Equity~~

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~~Capitalization of the Borrower and its Subsidiaries on~~ the Effective Date ~~after giving effect to the~~

~~Transactions; *provided* that the Sponsor, after giving effect to the Transactions, shall directly or indirectly control the voting of the capital stock having at least a majority of the ordinary voting power for the election of the Board of Directors of the Borrower on the Effective Date after giving effect to the Transactions.~~

"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.

"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.

"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; ~~or~~ (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.

~~"**Escrowed Proceeds**" means the proceeds from the offering of any debt securities or other Indebtedness paid into an escrow account with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow account upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.~~

"ETQ Acquisition" means the acquisition by ETQ Holdings, LLC of e-TeleQuote Insurance, Inc. pursuant to that certain Purchase & Subscription Agreement, dated as of August 30, 2024, by and between ETQ Holdings, LLC and e-TeleQuote Insurance, Inc.

"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.

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

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Excess Cash Flow" means, for any period, an amount (if positive) equal to the excess of:

(a) the sum (in each case, for the Borrower and the Restricted Subsidiaries on a consolidated basis), without duplication, of:

(i) Consolidated Net Income for such period,

(ii) an amount equal to the amount of all non-cash charges to the extent deducted in arriving at such Consolidated Net Income (*provided*, in each case, that if any non-cash charge represents an accrual or reserve for cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period),

(iii) (x) decreases in Consolidated Working Capital, long-term receivables and long-term prepaid assets (but excluding any right of use assets or right of use liabilities or fixed assets), (y) increases in long-term deferred revenue for such period and (z) without duplication of amounts in the foregoing clauses (x) or (y), decreases in the Contract Asset Balance, in each case, on the last day of such period as compared to the first day of such period,

(iv) an amount equal to the aggregate net loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in

the ordinary course of business) to the extent deducted in arriving at such Consolidated

Net Income, and

(v) extraordinary cash gains during such period~~;~~ and to the extent not deducted in arriving at such Consolidated Net Income, *less*:

(b) the sum (in each case, for the Borrower and the Restricted Subsidiaries on a consolidated basis), without duplication (including in any subsequent fiscal years), of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income ~~(including any amounts included in Consolidated Net Income pursuant to the last sentence of the definition of "Consolidated Net Income" to the extent such amounts are due but not received during such period)~~ and cash charges included in clauses (a) ~~through~~, (~~c~~c), (g) and (h) of the definition of "Consolidated Net Income," except to the extent such cash charges were financed with long-term Indebtedness (other than revolving Indebtedness),

(ii) ~~without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years~~to the extent paid with Internally Generated Cash, the amount of Capital Expenditures and Capitalized Software Expenditures made ~~or accrued~~ in cash during such period ~~or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period, except to the extent that such Capital Expenditures were financed with long-term Indebtedness (other than revolving Indebtedness),~~

(iii) to the extent paid with Internally Generated Cash, (x) the aggregate amount of all principal payments of Indebtedness during such period, including (A) the principal payments of Term Loans under this Agreement made pursuant to Section 2.10(a), (B) the principal component of payments in respect of Financing Lease Obligations and (C) the amount of any mandatory prepayment of Loans, Incremental Equivalent Debt and Credit Agreement Refinancing Indebtedness, in each case, to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase but in each case under this clause (x), excluding (I) all prepayments of revolving loans and swingline loans (including the Revolving Loans and Swingline Loans) made during such period (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (II) all principal prepayments of Indebtedness (other than the Loans) to the extent reducing the required prepayment of Term Loans in respect of such period pursuant to the first sentence of Section 2.11(d) and (III) all such principal payments of Indebtedness to the extent financed with long-term Indebtedness (other than revolving Indebtedness) and (y) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness referred to in clause (x)~~, to the extent not financed with long-term Indebtedness (other than revolving Indebtedness~~ (and not excluded by sub-clauses (I) – (III)),

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions

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in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) (x) increases in Consolidated Working Capital, long-term receivables and long-term prepaid assets (but excluding any right of use assets or right of use liabilities or fixed assets), (y) decreases in long-term deferred revenue ~~for such period~~ and (~~z~~x) without duplication of amounts in the foregoing clauses (x) or (y), increases in the Contract Asset Balance, in each case on the last day of such period as compared to the first day of such period,

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of liabilities of the Borrower and the Restricted Subsidiaries (including any earn-outs and expenditures for the payment of financing fees) other than Indebtedness, to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income and were not financed with long-term Indebtedness (other than revolving Indebtedness),

(vii) ~~without duplication of amounts deducted pursuant to clause (x) below in prior fiscal years~~to the extent paid with Internally Generated Cash, the amount of Investments (other than (A) intercompany Investments~~,~~ and (B) Investments in Cash Equivalents ~~and (C) Investments made using the Available Amount and the Available Equity Amount (other than clause (a) thereof)~~) and acquisitions not prohibited by this Agreement made in cash during such period ~~or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period, to the extent that such Investments or acquisitions and were not financed with long-term Indebtedness (other than revolving Indebtedness),~~,

(viii) to the extent paid with Internally Generated Cash, the amount of Restricted Payments (other than Restricted Payments to the Borrower or any Restricted Subsidiary) permitted by clause (~~i) (limited to the amount distributed for minority interests to any Person that is not a Restricted Subsidiary), (iii) (other than to the Borrower or any Restricted Subsidiary), (vi), (vii), (viii) (other than Restricted Payments made using the Available Amount and the Available Equity Amount (other than clause (a) thereof)), (x), (xi),~~vi), (vii) (other than sub-clauses (A) and (C) thereof), (viii), (xii), (xiii), (xv~~i~~v) and (~~xvi) (other than clause (A)(i) of clause (xvi)~~xviii) of Section 6.08(a) that are paid in cash during such period ~~or, at the option of the Borrower, made prior to the date the Borrower is required to make a payment of Excess Cash Flow in respect of such period,~~ and not prohibited by this Agreement, ~~to the extent such Restricted Payments were not financed with long-term Indebtedness (other than revolving Indebtedness),~~

~~(ix) the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period or are not deducted (and not added back) in calculating Consolidated Net Income, to the extent that such expenditures were not financed with long-term Indebtedness (other than revolving Indebtedness),~~

~~(x) without duplication of amounts deducted from Excess Cash Flow in prior~~

periods, (1) the aggregate consideration required to be paid in cash by the Borrower or any Restricted Subsidiary pursuant to binding contracts, commitments, letters of intent or purchase orders (the "**Contract Consideration**"), in each case, entered into prior to or during such period and (2) the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditures by the Borrower or any Restricted Subsidiary (the "**Planned Expenditures**"), in the case of each of clauses (1) and (2), relating to Permitted Acquisitions, other Investments (other than intercompany Investments and Investments in Cash Equivalents), Capitalized Software Expenditures or Capital Expenditures (including other purchases of intellectual property) to be consummated or made during a subsequent period (and in the case of Planned Expenditures, during the immediately succeeding four fiscal quarters of the Borrower); *provided* that, in each case, to the extent the aggregate amount of internally generated cash flow of the Borrower or the Restricted Subsidiaries actually utilized to finance such Permitted Acquisitions, Investments, Capital Expenditures or Capitalized Software Expenditures during such subsequent period is less than the Contract Consideration or Planned Expenditures, as applicable, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of the succeeding fiscal year,

(~~xi~~ix) the amount of taxes (including penalties and interest or tax reserves) paid in cash ~~and/or tax reserves set aside, payable, or reasonably estimated to be payable (without duplication)~~ in such period, including any Tax Distributions pursuant to Section 6.08(a)(vii)(A) to the extent they exceed the amount of cash tax expense deducted in determining Consolidated Net Income for such period,

~~(xii) the amount of cash payments made in respect of pensions and other postemployment benefits in such period to the extent not deducted in arriving at such Consolidated Net Income,~~

~~(xiii) to the extent not deducted in arriving at Consolidated Net Income, cash fees, expenses and purchase price adjustments incurred in such period in connection with the Transactions or any permitted Investment, issuance of Equity Interests or debt incurrence (whether or not consummated) and any Restricted Payment made in such period to pay any of the foregoing incurred by Holdings or any Parent Entity,~~

~~(xiv) reimbursable and insured expenses in such period to the extent such reimbursement has not yet been received and to the extent not deducted in arriving at such Consolidated Net Income, and~~

(~~xv~~x) extraordinary cash losses during such period and to the extent not deducted in arriving at such Consolidated Net Income~~.~~, and

(xi) without duplication of any of the foregoing clauses (i) through (x), the Net Proceeds of any Extraordinary Receipts applied during such period to prepay outstanding Term Loans in accordance with Section 2.11(c).

"Excess Cash Flow Period" has the meaning assigned to such term in Section 2.11(d).

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"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 $~~2,500,000~~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 ~~(i)~~ 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~~wholly-owned Restricted Subsidiary of the Borrower) or requiring the consent of one or more third parties (other than Holdings, the Borrower or any ~~wholly-owned~~wholly-owned Restricted Subsidiary of the Borrower) under ~~and/or (ii) any~~, or the pledge thereof ~~e~~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~~wholly-owned Restricted Subsidiary of Holdings or the Borrower) pursuant to, any applicable Organizational Documents, Joint Venture agreement or shareholders' agreement, Equity Interests in any Person ~~other than~~(provided that no Equity Interests issued by the Borrower ~~or~~, any Restricted Subsidiary that is a ~~wholly-owned,~~wholly-owned Restricted Subsidiary (~~except~~or any Subsidiary that becomes ~~non-wholly-owned~~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

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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 ~~their~~the Subsidiaries or any direct or indirect Parent Entity or other material equityholder of the foregoing, ~~as reasonably determined by the Borrower in consultation with (but without the consent of) the Administrative Agent, (f) Foreign Intellectual Property and~~(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~~wholly-owned Restricted 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) ~~the Equity Interests of any (i)~~ [~~r~~Reserved], (~~ii) Unrestricted Subsidiary, (iii) not-for-profit subsidiary, any Receivables Subsidiary and/or any captive insurance company, (iv~~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), (~~v~~l) any Equity Interests of any Person acquired after the Effective Date pursuant to a Permitted Acquisition or similar Investment that are pledged to secure Indebtedness permitted to be assumed hereunder (and not incurred in contemplation of the Effective Date or such Permitted Acquisition or similar Investment) existing at the time of such Permitted Acquisition or similar Investment, and ~~(vi) any Equity Interests of any Person other than a wholly-owned Restricted Subsidiary (except 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), (k~~/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~~, and/or (l) receivables, leases, contracts, loans, mortgages, royalties and related assets (or interests therein) including but not limited to inventory, bank accounts, records and proceeds of any of the foregoing (A) sold or contributed to any Receivables Subsidiary or (B) otherwise pledged, factored, transferred or sold in, in each case, connection with any Permitted Receivables Financing~~. 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 doubt, no "carrier contract" between the Borrower or a Restricted 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) [~~r~~Reserved], (b) each Subsidiary listed on Schedule 1.01(a), (c) any Unrestricted Subsidiary, (d) [~~r~~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) ~~any direct or indirect Domestic Subsidiary of a direct or indirect~~

~~Foreign Subsidiary of the Borrower,~~[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 ~~to~~ any direct or indirect Parent Entity ~~(as reasonably determined by the Borrower in consultation with (but without the consent of) the Administrative Agent), (j) any other Subsidiary excused from becoming a Loan Party pursuant to clause (a) of the last paragraph of the definition of the term "Collateral and Guarantee Requirement," (k) each Receivables Subsidiary, (l) any not-for-profit Subsidiaries or~~, (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 Obligation" 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 ~~imposed by~~ (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) ~~any jurisdiction as a result of any other present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising solely from such recipient having executed, delivered, or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or assigned an interest in, or engaged in any other transaction pursuant to, or enforced, any Loan Documents)~~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 ~~due~~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.

"Existing Class" means Existing Term Loan Classes and each Class of Existing Revolving

Commitments.

~~"**Existing Credit Agreement Indebtedness**" means the principal, interest, fees and other amounts, other than contingent obligations not due and payable and that by their terms survive the termination of the Existing Credit Facility (as defined below), outstanding under that certain Credit Agreement, dated as of October 31, 2014 (as amended, supplemented or otherwise modified from time to time prior to the Effective Date, the "**Existing Credit Facility**"), by and among Norvax, GoHealth LLC, Levelbott LLC and ASAP Quotes LLC (as borrowers) and FirstMerit Bank, N.A. (k/n/a Huntington National Bank) as lender.~~

~~"**Existing Credit Facility**" has the meaning assigned to such term in the definition of "Existing Credit Agreement Indebtedness".~~

"Existing Revolving Class" has the meaning assigned to such term in Section 2.24(b).

"Existing Revolving Commitments" has the meaning assigned to such term in Section 2.24(b).

"Existing Revolving Loans" has the meaning assigned to such term Section 2.24(b).

"Existing Term Loan Class" has the meaning assigned to such term in Section 2.24(a).

"Extended Loans/Commitments" means Extended Term Loans, Extended Revolving Loans and/or Extended Revolving Commitments; provided that no Class A Revolving Loans shall be Extended Loans/Commitments after the Effective Date.

"Extended Revolving Commitments" has the meaning assigned to such term in Section 2.24(b).

"Extended Revolving Loans" has the meaning assigned to such term in Section 2.24(b).

"Extended Term Loans" has the meaning assigned to such term in Section 2.24(a).

"Extending Lender" has the meaning assigned to such term in Section 2.24(c).

"Extension Date" has the meaning assigned to such term in Section 2.24(e).

"Extension Election" has the meaning assigned to such term in Section 2.24(c).

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

"Extraordinary Receipts" means any cash in excess of $3,000,000 received by the Borrower or any of the Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiaries or (ii) received by the Borrower or any of its Restricted 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 Restricted 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~~, collectively, (i)~~ that certain ~~Credit Facilities Fee L~~letter agreement, dated as of ~~August 15, 2019, by and among Parent, Owl Rock Capital Corporation, Owl Rock Capital Corporation II, Owl Rock Technology Finance Corp. and Owl Rock Capital Advisors LLC, MidCap Financial Trust and Benefit Street Partners L.L.C. and (ii) that certain Fee Letter, dated as of August 15, 2019, by and among Parent and Owl Rock Capital Advisors~~the date hereof, between the Borrower and Blue Torch Finance, LLC.

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"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.

"Financial Maintenance Covenant" means the covenants set forth in Section 6.13.

"Financial Maintenance Covenant Event of Default" has the meaning assigned to such term in Section 7.01(d).

"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 Restricted 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).

"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) with respect to Class A Revolving Loans, a rate of interest equal to 1.00% per annum and (b) with respect to Initial Term Loans and Class A-1 Revolving Loans, 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 Intellectual Property**" means any right, title or interest in or to any Intellectual Property governed by or arising or existing under, pursuant to or by virtue of the laws of any jurisdiction other than the United States of America or any state thereof.~~

"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.

~~"**Foreign Subsidiary/FSHCO Prepayment Event**" has the meaning assigned to such term in Section 2.11(i).~~

"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.

"Funded Debt" means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Borrower or any Restricted Subsidiary, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"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 ~~regulatory~~ Requirements of Law, to the extent applicable to the items and services provided by the Borrower and each Restricted 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) Initial Holdings, (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.

~~"**Immaterial Subsidiary**" means any Subsidiary that is not a Material Subsidiary.~~

"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).

~~"**Incremental Base Amount**" means in the case of Indebtedness that constitutes Incremental Facilities, Incremental Equivalent Debt, Ratio Indebtedness and Acquisition Debt, an aggregate amount for all such Indebtedness not to exceed the sum of (i) the greater of (x) $25,000,000 and (y) 100% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), less (ii) the amount of all Incremental Facilities, all Incremental Equivalent Debt, all Ratio Indebtedness and all Acquisition Debt that was incurred in reliance on this definition and prior to the applicable date of incurrence, in each case, after giving effect to any permitted reclassification of the amounts incurred pursuant to this definition as being incurred pursuant to clause (c) of the definition of "Incremental Cap," in accordance with the last sentence of the definition of "Incremental Cap".~~

~~"**Incremental Cap**" means, as of any date of determination occurring after the Amendment No. 1 Effective Date, the sum of~~

~~(a) the Incremental Base Amount, *plus*~~

~~(b) the aggregate amount of all voluntary prepayments of any Term Loans, Incremental Equivalent Debt, and/or Credit Agreement Refinancing Indebtedness, in each case~~

~~secured on an equal priority basis (except with respect to the control of remedies) with the~~

~~Secured Obligations and/or voluntary permanent reductions of the Revolving Commitments (in each case other than with the proceeds of an Incremental Facility incurred pursuant to clause (c) below); *provided* that the relevant prepayment is not funded with proceeds from the incurrence of any long-term Indebtedness (other than loans under any revolving credit facility), including any Indebtedness incurred pursuant to clause (c) below, *plus*~~

~~(c)~~ "Incremental Cap" means, as of any date of determination, the maximum aggregate principal amount that can be incurred, after giving effect to the incurrence of any Incremental Facility or Incremental Equivalent Debt ~~pursuant to this clause (c)~~ (which shall assume that the full amounts of any Incremental Revolving Commitment Increase established at such time are fully drawn, whether or not any such amounts are actually drawn) and the use of proceeds thereof, on a pro forma basis ~~(but without giving effect to any simultaneous incurrence of any Incremental Facility or Incremental Equivalent Debt made pursuant to the foregoing clause (a) or (b) and any simultaneous borrowings of up to $15,000,000 under the Revolving Credit Facility)~~, without causing the Total ~~Net~~ Cash Leverage Ratio to exceed ~~6.00~~2.25:1.00~~, in each case,~~ for the Test Period most recently ended on or prior to the date of such incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)); provided that in the case of a Limited Condition Transaction, the testing thereof may be done in accordance with Section 1.08~~, *plus*~~.

~~(d) after giving effect to the amendment contemplated by Section 2 of the Incremental Facility Agreement No. 4, but prior to giving effect to the Revolving Credit Commitment Increase contemplated by Section 3 of Incremental Facility Agreement No. 4, $142,000,000, *plus*~~

~~(e) after giving effect to the amendment contemplated by Section 2 of Amendment No. 6, but prior to giving effect to the 2021-2 Incremental Term Loan Commitment contemplated by Section 3 of Amendment No. 6, $100,000,000.~~

~~It is understood and agreed that, (x) any Incremental Facility or Incremental Equivalent Debt incurred in reliance on clause (a) or (b) of this definition may be reclassified as the Borrower elects and upon notice to the Administrative Agent, from time to time, as incurred in reliance on clause (c) if the Borrower is able to satisfy the applicable incurrence test set forth in clause (c) at such time on a pro forma basis and (y) for the avoidance of doubt, the Loan Parties shall be deemed to have incurred any Incremental Facility or Incremental Equivalent Debt in reliance on the foregoing clause (c) prior to any such incurrence in reliance on foregoing clauses (a) or (b), unless otherwise determined by the Borrower.~~

Notwithstanding anything herein to the contrary, the Incremental Cap shall ~~be unavailable~~deemed to be $0 during ~~the~~a Suspension Period.

"Incremental Commitment" has the meaning assigned to such term in Section 2.20(a).

"Incremental Equivalent Debt" has the meaning assigned to such term in Section 6.01(a)(xxiii).

"Incremental Facility" has the meaning assigned to such term in Section 2.20(a).

~~"**Incremental Facility Agreement No. 2**" means that certain Incremental Facility Agreement No. 2, dated as of May 7, 2020, among Holdings, the Borrower, the 2020 Incremental Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 2 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 2.~~

~~"**Incremental Facility Agreement No. 3**" means that certain Incremental Facility Agreement No. 3, dated as of June 11, 2020, among Holdings, the Borrower, the Incremental No. 3 Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 3 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 3.~~

~~"**Incremental Facility Agreement No. 4**" means that certain Amendment No. 4 to Credit Agreement and Incremental Facility Agreement, dated as of May 7, 2021, among Holdings, the Borrower, the Incremental No. 4 Revolving Lenders party thereto, the Administrative Agent and the other parties party thereto.~~

~~"**Incremental Facility Agreement No. 4 Effective Date**" has the meaning assigned to such term in Incremental Facility Agreement No. 4.~~

"Incremental Facility Amendment" has the meaning assigned to such term in Section 2.20(f).

~~"**Incremental No. 3 Revolving Commitments**" means, in respect of each Incremental No. 3 Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 3. The aggregate amount of Incremental No. 3 Revolving Commitments as of the Incremental Facility Agreement No. 3 Effective Date is $8,000,000.~~

~~"**Incremental No. 3 Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 3.~~

~~"**Incremental No. 4 Revolving Commitments**" means, in respect of each Incremental No. 4 Revolving Lender, the amount set forth opposite such Lender's name on Schedule 1 to Incremental Facility Agreement No. 4. The aggregate amount of Incremental No. 4 Revolving Commitments as of the Incremental Facility Agreement No. 3 Effective Date is $142,000,000.~~

~~"**Incremental No. 4 Revolving Lenders**" has the meaning assigned to such term in the Incremental Facility Agreement No. 4.~~

"Incremental Refinancing Facility" has the meaning assigned to such term in Section 2.20(a).

"Incremental Refinancing Term Loans" has the meaning assigned to such term in Section 2.20(a).

"Incremental Revolving Commitment Increase" has the meaning assigned to such term in Section 2.20(a).

"Incremental Term Loan" has the meaning assigned to such term in Section 2.20(a)~~, which shall~~

~~include the 2020 Incremental Term Loans, the 2021 Incremental Term Loans and the 2021-2 Incremental Term Loans~~.

"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 Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be incurred by such Person at the time it becomes a Restricted 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-~~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 ~~and~~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, ~~and~~

(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;

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 the Permitted Acquisitions, (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 Restricted Subsidiary are legally obligated) appearing on the balance sheet of the Borrower or any Restricted 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 Restricted 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 ~~and Other 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 Holdings" has the meaning assigned to such term in the preamble hereto.

~~"**Initial Revolving Borrowing Amount**" means one or more Borrowings of Revolving Loans on the Effective Date in an amount not to exceed the aggregate amounts specified or~~

~~referred to in the definition of the term "Permitted Initial Revolving Credit Borrowing~~

~~Purposes"; *provided* that, without limitation, Letters of Credit may be issued on the Effective Date to, among other things, backstop, replace or otherwise provide credit support in respect of, letters of credit outstanding immediately prior to the Effective Date under the Existing Credit Facility.~~

"Intellectual Property" has the meaning assigned to such term in the Collateral Agreement.

"Initial Term ~~**Facility**" means the term loan facility represented by the~~Lenders" means each Lender with an Initial Term Loan~~s~~ Commitment or an outstanding Initial Term Loan.

"Initial Term Loan Commitment" means (a) with respect to each Term Lender that is a Refinancing Term Lender on the Effective Date, the commitment of such Term Lender to make an Initial Term Loan hereunder on the Effective Date in the amount set forth on ~~Section~~Schedule 2.01 under the caption "Initial Term Loan Commitment" and (b) with respect to any Lender that becomes a Lender after the Effective Date, or in the Assignment and Assumption to which such Lender shall have assumed its Initial Term Loan Commitment, as the case may be. As of the Effective Date, the total Initial Term Loan Commitment ~~was~~is $~~300,000,000~~475,000,000.

"Initial Term Loans" means the term loans made on the Effective Date ~~pursuant to~~in accordance with Section 2.01(a)(i).

"Initial Term ~~**Loan**~~ Maturity Date" means the ~~sixth~~fifth anniversary of the Effective Date.

"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 Restricted 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 substantially in the form of Exhibit D among the Administrative Agent and/or the Collateral Agent and one or more authorized representatives for holders of one or more classes of applicable Indebtedness secured by Liens on the Collateral which 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, with such changes thereto as are reasonably acceptable to the Administrative Agent and/or the Collateral Agent, the Required Lenders (provided that if any such Intercreditor Agreement is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement is reasonable and to have consented to such Intercreditor Agreement and the Administrative Agent's and/or the Collateral Agent's execution thereof) and the Borrower (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 substantially in the form of Exhibit E among the Administrative Agent and/or the Collateral Agent and one or more authorized representatives for holders of one or more classes of applicable Indebtedness secured by Liens on the Collateral which are intended to rank junior in priority (but without regard to the control of remedies) to the Liens on the Collateral securing the Secured Obligations, with such changes thereto as are reasonably acceptable to the Administrative Agent and/or the Collateral Agent, the Required Lenders (provided that if any such

Intercreditor Agreement is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement is reasonable and to have consented to such Intercreditor Agreement and the Administrative Agent's and/or the Collateral Agent's execution thereof) and the Borrower (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 March, June, September and December, (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 and, in the case of a SOFR Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and (c) to the extent necessary to create a fungible tranche of Term Loans, the date of the incurrence of any Incremental Term Loans.

"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, three or, other than in the case of Initial Term Loans or Class A-1 Revolving Loans, six months thereafter (or, if available to each Lender participating therein, 12 months or such other period less than one month thereafter as the Borrower may elect); 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.

"Internally Generated Cash" means (a) cash held by the Borrower or any Restricted Subsidiary as of the Effective Date after giving effect to the Transactions and (b) without duplication of clause (a), cash generated by the Borrower or any Restricted Subsidiary, excluding Net Proceeds of any Casualty Event and any cash that is generated from an issuance of Equity Interests or incurrence of Indebtedness (other than any Revolving Loans or extensions of credit under any other revolving loan facility permitted under this Agreement).

"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 (~~ex~~including, in the case of the Borrower and the Restricted 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) ~~or~~, (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~~, minus any payments in cash or Cash Equivalents actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment and without duplication of amounts increasing the Available Amount or the Available Equity Amount)~~, 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, ~~minus any payments actually received by such investor representing a Return in respect of such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment and without duplication of amounts increasing the Available Amount or the Available Equity Amount),~~ but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (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~~ as a Return in respect of such Investment (to the extent such amounts referred to in clause (B) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto and without duplication of amounts increasing the Available Amount or the Available Equity Amount)~~, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. 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 the Sponsor and certain other investors (including the ~~Rollover Investors and the~~ Management Investors) arranged by and/or designated by the Sponsor who hold, or will hold, Equity Interests in Holdings (or any Parent Entity) on ~~or shortly following~~ the Effective Date after giving effect to the Transactions.

"IPO" means (a) the initial underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8) of common Equity Interests in Holdings, the Borrower or a Parent Entity of Holdings or (b) the acquisition, purchase, merger or combination of Holdings, the Borrower or a Parent Entity of Holdings, by, or with, a publicly traded special acquisition company that (i) is an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (ii) prior to the IPO, shall have engaged in no business or activities in any material respect other than activities related to becoming and acting as a publicly traded special acquisition company and entry into

the IPO and (iii) immediately prior to the IPO, shall have no material assets other than cash and Cash Equivalents; provided that any merger or combination pursuant to this sentence involving Holdings shall comply with the requirements of Section 6.06(o).

"IRS" means the United States Internal Revenue Service.

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

"Issuing Bank" means (a) Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation) and (b) each other Revolving Lender that shall have become an Issuing Bank hereunder as provided in Section 2.05(k) or Section 9.04(j) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.05(l) or Section 9.04(j)), each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the Issuing Bank and the Borrower (or any Subsidiary) or in favor of the Issuing Bank and relating to such Letter of Credit.

~~"**Joint Bookrunners**" means Blue Owl Credit Advisors LLC (formerly known as Owl Rock Capital Advisors, LLC), MidCap Financial Trust (acting through its affiliates as it deems appropriate) and Benefit Street Partners L.L.C. (acting through such of its affiliates as it deems appropriate).~~

~~"**Joint Lead Arrangers**" means Owl Rock Capital Advisors, LLC, MidCap Financial Trust (acting through its affiliates as it deems appropriate) and Benefit Street Partners L.L.C. (acting through such of its affiliates as it deems appropriate).~~

"Joint Venture" means a 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 Agreement."

"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, including the latest maturity or expiration date of any Incremental Facility, any Other Term Loan, any Other Term Commitment, any Other Revolving Loan or any Other Revolving Commitment, in each case as extended in accordance with this Agreement from time to time.

"LC Commitment" means, in the case of each Issuing Bank, such amount as set forth in

~~Section~~Schedule 2.05 hereto.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, (a) the sum of the undrawn amounts of all outstanding Letters of Credit at such time plus (b) the sum of the amounts of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.13 or Rule 3.14 of the ISP or Article 29(a) of the Uniform Customs and Practice for Documentary Credits or applicable law, or the express terms of the Letter of Credit, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount available to be drawn under such Letter of Credit in effect at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the amount available thereunder, the amount of such Letter of Credit shall be deemed to be the maximum amount available to be drawn under such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn immediately 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 Term Lenders, the Revolving Lenders and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or an Incremental Facility Amendment ~~(including the 2020 Incremental Term Lenders under Amendment No. 1, the 2021 Incremental Term Lenders under Amendment No. 5 and the 2021-2 Incremental Term Lenders under Amendment No. 6)~~, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means any letter of credit issued pursuant to Section 2.05 of this Agreement, other than any such letter of credit that shall have ceased to be a "Letter of Credit" outstanding hereunder pursuant to Section 9.05. A Letter of Credit may be a commercial letter of credit, trade letter of credit or a standby letter of credit; provided that no Issuing Bank shall be required to issue a commercial letter of credit or trade letter of credit without its consent.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the Issuing Bank.

"Letter of Credit Sublimit" means $5,000,000.

"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 Restricted 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 Restricted 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 sum of (a) the aggregate amount of unrestricted cash and Cash Equivalents owned by the Borrower or any Restricted Subsidiary and held in deposit accounts or securities accounts that are subject to Account Control Agreements granting the Collateral Agent (or, with respect to any Account Control Agreements existing on the Effective Date, Blue Owl Capital Corporation (f/k/a Owl Rock Capital Corporation) (the "Predecessor Agent") so long as such Account Control Agreement has been assigned by the Predecessor Agent to the Collateral Agent) a first priority perfected lien; provided that from the Effective Date through and including December 15, 2024, the aggregate amount of unrestricted cash and Cash Equivalents owned by e-TeleQuote Insurance, Inc. and held in deposit accounts or securities accounts need not be subject to Account Control Agreements to be included in the calculation of this clause (a), *plus* (b) the aggregate amount of Revolving Commitments then in effect and available to be drawn at such time minus the Revolving Exposure of all Lenders at such time hereunder.

~~"**Liquidity Cure Amount**" has the meaning assigned to such term in Section 6.13(c).~~

~~"**Liquidity Cure Contribution**" has the meaning assigned to such term in Section 6.13(c).~~

"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) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, 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 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) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of 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, any Incremental Facility Amendment ~~(including Amendment No. 1, Incremental Facility Agreement No. 2, Incremental Facility Agreement No. 3, Incremental Facility Agreement No. 4, Amendment No. 5, Amendment No. 6,~~

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~~Amendment No. 7, and Amendment No. 8), Amendment No. 9, Amendment No. 10,~~

~~Amendment No. 11,~~ any Loan Modification Agreement, 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)~~, the Amendment No. 7 Fee Letter and the Amendment No. 11 Fee Letter~~.

"Loan Modification Agreement" means a Loan Modification Agreement, in form reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more accepting lenders, effecting one or more amendments hereto and to the other Loan Documents as are contemplated by Section 2.24.

"Loan Modification Offer" means any Term Loan Extension Request or Revolving Credit Extension Request.

"Loan Parties" means Holdings, the Borrower and the Subsidiary Loan Parties.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Losses" has the meaning assigned to such term in Section 9.03(b).

~~"**LTV Ratio**" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such determination to (b) the Contract Asset Balance as of the last day of such Test Period.~~

"Majority in Interest" when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Lenders, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the aggregate Revolving Exposures and the unused aggregate Revolving Commitments at such time, (b) in the case of Lenders with Other Revolving Commitments, Lenders holding Other Revolving Commitments representing more than 50% of the sum of the aggregate Other Revolving Commitments of such Lenders in such Class, (c) in the case of Lenders with Replacement Revolving Commitments, Lenders holding Replacement Revolving Commitments representing more than 50% of the sum of the aggregate Replacement Revolving Commitment of such Class and (d) in the case of the Term Lenders of any Class, Lenders holding outstanding Term Loans of such Class representing more than 50% of all Term Loans of such Class outstanding at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Term Loans, Revolving Exposures and unused Revolving Commitments, Replacement Revolving Commitments or Other Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of the Majority in Interest.

"Make-Whole Premium" means, with respect to any applicable repayment or prepayment of Initial Term Loans prior to the first anniversary of the Effective Date, an amount equal to the sum of (A) 3.00% of the principal amount of the principal amount of the Initial Term Loans being prepaid or repaid or, with respect to Section 2.11(a)(vii), the principal amount of Initial Term Loans outstanding immediately prior to the effectiveness of the amendment effectuating such Repricing Transaction plus (B) the present value, computed on the date of such repayment or prepayment (or required repayment or prepayment), as the case may be, of the amount of interest that would have accrued on the principal balance of the Initial Term Loans being prepaid or repaid from the date of such prepayment to and including the day immediately preceding the first anniversary of the Effective Date had such Initial Term Loans remained outstanding for the duration of such period (calculated assuming that all such interest would have been paid in cash on each applicable interest payment date applying Adjusted Term SOFR as

of the relevant date of determination), which such present value shall be computed using a discount rate equal to the Treasury Rate, plus 0.50%.

"Management Investors" means (i) NVX Holdings, Inc., Brandon Cruz, Clint Jones and the other 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 will become) direct or indirect investors in the Equity Interests of Holdings, any other Parent Entity or in the Borrower as of the ~~Effective~~Original Closing Date or otherwise 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~~Original Closing 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 ~~(a) on the Effective Date, a Material Adverse Effect (as defined in the Merger Agreement) and (b) after the Effective Date,~~ a circumstance or condition that would materially and adversely affect (i) the business, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (iii) the rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders under the Loan Documents.

"Material Indebtedness" means (without duplication) ~~"third-party"~~ indebtedness for borrowed money (other than the Loan Document Obligations), ~~Capital~~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 Restricted Subsidiaries in an aggregate principal amount exceeding (x) during ~~the~~a Suspension Period, $5,000,000 and (y) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $7,500,000~~; *provided* that in no event shall any Permitted Receivables Financing be considered Material Indebtedness for any purpose~~. 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 Restricted 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 (b), had revenues or total assets (determined on a consolidated basis for such Restricted Subsidiary and its Restricted Subsidiaries) for such quarter in excess of 5.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Restricted Subsidiaries for such quarter or that is designated by the Borrower as a Material

Subsidiary and (b) any Restricted Subsidiary that is part of a group comprising Restricted 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 (b), had revenues or total assets (determined on a consolidated basis for all such Restricted Subsidiaries and their respective Restricted Subsidiaries) for such quarter in excess of 10.0% of the consolidated revenues or Consolidated Total Assets, as applicable, of the Borrower and the Restricted Subsidiaries for such quarter.

~~"**Merger**" has the meaning specified in the recitals to this Agreement.~~

~~"**Merger Agreement**" means the Agreement and Plan of Merger, dated as of August 15, 2019, by and among, Blizzard Aggregator, LLC, Parent, Initial Holdings, Merger Sub, the Target and Brandon Cruz as seller representative.~~

~~"**Merger Consideration**" has the meaning specified in the recitals to this Agreement.~~

~~"**Merger Sub**" has the meaning assigned to such term in the preamble hereto.~~

"MFN Adjustment" has the meaning provided in Section 2.20(b).

"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, 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 ~~4.01(f) (if any) or 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 Income" means, with respect to any Person, the net income (loss) attributable to such Person, determined on a consolidated basis in accordance with GAAP and before any reduction in respect of dividends on preferred Equity Interests (other than dividends on Disqualified Equity Interests).

"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 Restricted 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 Sale Leaseback or Casualty Event or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by the Borrower and the Restricted 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 incurred pursuant to Section 6.01(a)) 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 Restricted Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or the Restricted 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 Restricted 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 Restricted 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 Class A Revolving Commitments**" has the meaning assigned to such term in Amendment No. 11~~

~~"**New Project**" means (a) each facility which is either a new facility, branch or office or an expansion, relocation, remodeling or substantial modernization of an existing facility, branch or office owned by the Borrower or the Subsidiaries which in fact commences operations and (b) each creation (in one or a series of related transactions) of a business unit to the extent such business unit commences operations or each expansion (in one or a series of related transactions) of business into a new market.~~

"Non-Accepting Lender" has the meaning assigned to such term in Section 2.24(h).

"Non-Cash Compensation Expense" means any non-cash expenses and costs that result from the issuance, vesting (including accelerated vesting), forfeiture, or other modification of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, including, without limitation, restricted stock units, stock options, profits units, performance stock units, stock appreciation rights, and other equity-linked compensation.

"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. ~~For avoidance of doubt, an operating lease or other~~

~~obligation in respect of, or under, straight line leases, shall be considered a Non-Financing Lease Obligation.~~

~~"**Non-Loan Party**" means any Person that is not a Loan Party.~~

~~"**Not Otherwise Applied**" means, with reference to the Available Amount or the Available Equity Amount, as applicable, that was not previously (or concurrently) applied pursuant to Section 6.04(c), 6.04(i), 6.04(n), 6.04(q), 6.08(a)(vii)(E), 6.08(a)(viii) or 6.08(b)(iv) or any Cure Amount.~~

"Notice of Intent to Cure" has the meaning assigned to such term in Section 7.02(c).

"Notice of Prepayment" shall have the meaning assigned to such term in Section 2.11(h).

~~"**October TL Prepayment**" has the meaning assigned to such term in Amendment No. 11.~~

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

~~"**OID**" means original issue discount.~~

"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.

"Original Administrative Agent" means Blue Owl Capital Corporation.

"Original Class A Revolving Commitment" means each "Class A Revolving Commitment" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.

~~"**Original Class A Revolving Facility**" means the revolving credit facility represented by the Original Class A Revolving Commitments.~~

"Original Class A Revolving Lender" means each "Class A Revolving Lender" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.

"Original Closing Date" means September 12, 2019.

"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).

~~"**Original Class A Revolving Loans**" means the Class A Revolving Loans outstanding immediately prior to Amendment No. 11 Effective Date.~~

~~"**Original Class B Revolving Commitment**" means each "Class B Revolving Commitment" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.~~

~~"**Original Class B Revolving Facility**" means the revolving credit facility represented by the Original Class B Revolving Commitments.~~

~~"**Original Class B Revolving Lender**" means each "Class B Revolving Lender" as defined in this Agreement as in effect immediately prior to Amendment No. 11 Effective Date.~~

~~"**Original Class B Revolving Loans**" means the Class B Revolving Loans outstanding immediately prior to Amendment No. 11 Effective Date.~~

"Other Revolving Commitments" means one or more Classes of revolving credit commitments hereunder or extended revolving commitments that result from a Loan Modification Agreement.

"Other Revolving Loans" means the revolving loans made pursuant to any Other Revolving Commitment.

"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.

"Other Term Commitments" means one or more Classes of term loan commitments hereunder that result from a Loan Modification Agreement.

"Other Term Loans" means one or more Classes of term loans that result from a Loan Modification Agreement, including any Extended Term Loans.

"Parent" ~~has the meaning assigned to such term in the recitals~~means GoHealth, Inc., a Delaware corporation.

"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).

"Participating Receivables Grantor" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"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 Acquisition" means an Acquisition Transaction, together with other Investments necessary to consummate such Acquisition Transaction; provided that:

(a) except in the case of a Limited Condition Transaction (in which case, no Event of Default shall have occurred as of the applicable LCT Test Date and no Event of Default under clause (a), (b), (h) or (i) of Section 7.01 shall have occurred and be continuing at the time of consummation thereof), after giving pro forma effect to any such Acquisition Transaction and Investment, no Event of Default shall have occurred and be continuing or would result therefrom,

(b) the business of such Person, or such assets, as the case may be, constitutes a business permitted by Section ~~5.16~~6.10,

(c) with respect to each such purchase or other acquisition, all actions required to be taken with respect to any such newly created or acquired Subsidiary (including each subsidiary thereof that constitutes a Restricted Subsidiary) or assets in order to satisfy the requirements set forth in clauses (a), (b), (c) and (d) of the definition of the term "Collateral and Guarantee Requirement" to the extent applicable shall have been taken to the extent required by Section 5.11 and 5.12 (or arrangements for the taking of such actions after the consummation of the Permitted Acquisition shall have been made that are reasonably satisfactory to the Administrative Agent) (unless such newly created or acquired Restricted Subsidiary constitutes an Excluded Subsidiary or such newly created or acquired asset constitutes an Excluded Asset),

(d) such acquired Person becomes a Restricted Subsidiary,

(e) after giving effect to such Acquisition Transaction, the Borrower shall be in pro forma compliance with the Financial Maintenance Covenant,

(f) ~~for any Acquisition Transaction or Investment for which the aggregate cash consideration exceeds $40,000,000,~~ the Borrower shall have delivered to the Administrative Agent

(for further distribution by the Administrative Agent to the Lenders) no later than three (3) Business Days prior to the closing date of such Acquisition Transaction, copies of (i) the most recent audited and/or unaudited financial statements of the target company, (ii) the latest draft acquisition or merger agreement and (iii) to the extent prepared, a quality of earnings analysis or other third party valuation in respect of such Acquisition Transaction or Investment; provided that to the extent any such information or materials under clauses (i), (ii) or (iii) is subject to confidentiality restrictions preventing disclosure thereof to the Administrative Agent or the Lenders, such information or materials (or any part thereof) shall only be required to be delivered to the Administrative Agent and made available to any Lender to the extent that the Administrative Agent and each such Lender has executed a customary non-disclosure agreement with the target company with respect to such information or materials, and

(g) the Board of Directors of the target company shall not be contesting such Acquisition Transaction or Investment.

~~"**Permitted ECF Recalculation Considerations**" has the meaning assigned to such term in Section 2.11(d).~~

"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 Restricted 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 Restricted Subsidiaries, taken as a whole, and any exception on the ~~Mortgaged~~title ~~P~~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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Equal Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of senior secured notes, bonds or debentures or senior secured loans; provided that (i) such Indebtedness is secured by Liens on the Collateral that are (or are intended to) rank on an equal priority basis (but without regard to control of remedies) with the Liens securing the Secured Obligations, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (iii) a Senior Representative acting on behalf of the holders of

such Indebtedness shall have become party to the relevant Intercreditor Agreements. Permitted Equal Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Holder" means each of (a) the Investors, (b) the Management Investors and (c) other than for purposes of determining the "Permitted Holders" for purposes of clause (b) of the definition of "Change in Control~~,~~", any group (within the meaning of Section 13(d)(3) of the Exchange Act (or any successor provision)) the members of which include any of the Permitted Holders specified in clauses (a) or (b) above (a "Permitted Holder Group"); provided that, in the case of any Permitted Holder Group, the Permitted Holders specified in clauses (a) or (b) above are the beneficial owners, directly or indirectly, of Equity Interests having more than 50.0% of the total voting power of the Voting Stock of Holdings (or, for the avoidance of doubt, any New Holdings or Successor Holdings) or any Parent Entity held by such Permitted Holder Group.

"Permitted Holder Group" has the meaning assigned to such term in the definition of "Permitted Holder."

~~"**Permitted Initial Revolving Credit Borrowing Purposes**" means one or more Borrowings of Revolving Loans equal to the sum of (a) an amount in order to fund any working capital requirements of Holdings, the Borrower and their respective Subsidiaries (including Merger Sub and its respective Subsidiaries) on the Effective Date, (b) an amount not to exceed $5,000,000 to pay the Merger Consideration, the Effective Date Refinancing and/or the Transaction Costs plus (c) an amount sufficient to cash collateralize letters of credit outstanding immediately prior to the Effective Date under the Existing Credit Facility.~~

"Permitted Junior Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of junior lien secured notes, bonds or debentures or junior lien secured loans; provided that (i) such Indebtedness is secured by Liens on the Collateral that rank (or are intended to) rank junior to the Liens on the Collateral securing the Secured Obligations, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (iii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the relevant Intercreditor Agreements. Permitted Junior Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Receivables Financing" means a securitization or other similar financing (including any factoring program) of Permitted Receivables Financing Assets that is non-recourse to Holdings, the Borrower and the Restricted Subsidiaries other than a Receivables Subsidiary (except for customary representations, warranties, covenants and indemnities and other customary forms of support, in each case made in connection with such facilities), all sales or contribution of Permitted Receivables Financing Assets and related assets by the Borrower or any Restricted Subsidiary to the Receivables Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower), and the financing terms, covenants, termination events and other provisions of which are on market terms (as determined in good faith by the Borrower) but may include Standard Securitization Undertakings, providing for the sale, conveyance, or contribution to capital of Permitted Receivables Financing Assets by Participating Receivables Grantors in transactions purporting to be sales of Permitted Receivables Financing Assets to either (a) a Person that is not Holdings, the Borrower and the Restricted Subsidiaries or (b) a Receivables Subsidiary that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest in such Permitted Receivables ~~Facility~~Financing Assets to a Person that is not Holdings, the Borrower and the Restricted Subsidiaries.

"Permitted Receivables Financing Assets" means (a) any accounts receivable, loan receivables,

mortgage receivables, receivables or loans relating to the financing of insurance or healthcare premiums or relating to policies sold on behalf of an insurance carrier, royalty, patent or other revenue streams and other rights to payment or related assets and the proceeds thereof and (b) all assets securing or related to any such receivable or asset, all contracts and contract rights, guarantees or other obligations in respect of any such receivable or asset, lockbox accounts and records with respect to any such receivable or assets and any other assets (including inventory and proceeds thereof) customarily transferred (or in respect of which security interests are customarily granted) together with receivables or assets in connection with a securitization, factoring or receivables financing or sale transaction.

"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 ~~any modification,~~ refinancing~~, refunding~~, replacing, redeeming, repurchasing, defeasing, ~~acquiring, amending, supplementing, restructuring,~~ repaying, prepaying, retiring~~,~~ or extinguishing~~, renewal or extension of~~ 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) 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 have been made~~ and (iii) to the extent such excess amount is otherwise permitted to be incurred under Section 6.01~~, (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 ~~Debt~~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~~; *provided* that the foregoing requirements of this clause (b) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges or if such Indebtedness is subject to Customary Escrow Provisions,~~, (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 ~~Loan Party~~Person that was not an obligor with respect to the Refinanced Indebtedness shall be an obligor under the Permitted Refinancing ~~(except that any Loan Party may be added as an additional direct or contingent obligor in respect of such Refinanced Indebtedness)~~ 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 ~~on the Collateral~~, no Lien on ~~the Collateral~~any assets securing the Indebtedness resulting from such Refinancing shall be more senior in priority relative to the Lien ~~on the Collateral~~ that secured the Refinanced Indebtedness and the Indebtedness resulting form 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 Class A Revolving Loans or Class A Revolving Commitments shall not constitute a Permitted Refinancing.

"Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the Borrower or any other Loan Party in the form of one or more series of senior unsecured notes, bonds or debentures or loans; provided that (i) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness and (ii) such Indebtedness is not secured by any Lien on any property or assets of Holdings, the Borrower or any Restricted Subsidiary. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Person" means any natural person, corporation, limited liability company, trust, Joint Venture, association, company, partnership, Governmental Authority or other entity.

"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.

"~~**Planned Expenditures**~~Platform" has the meaning assigned to such term in ~~clause (x) of the definition of "Excess Cash Flow."~~Section 5.01.

"~~**Platform**~~Premium Event" has the meaning assigned to such term in Section ~~5.01~~2.11(a).

~~"**Prepayment Date**" means the date that any prepayment occurs pursuant to the terms of this Agreement in a manner described in clause (y) to the proviso to Section 2.11(a).~~

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of the Borrower or any Restricted Subsidiary (other than any sale, transfer or other Disposition of any property or asset permitted by Section 6.05(b), Section 6.05(c), Section 6.05(f), Section 6.05(q), 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 Restricted Subsidiary of any Indebtedness consisting of (i) any Credit Agreement Refinancing Indebtedness, (ii) any Incremental Refinancing

Facility, (iii) any ~~Permitted Receivables Financing permitted pursuant to Section 6.01(a)(viii) or~~

~~Section 6.05(g)(ii), (iv) any~~ securitization, receivables facility or other similar financing (including any factoring program) or sale of receivables, insurance or healthcare premiums or relating to policies sold on behalf of an insurance carrier, royalty, patent or other revenue streams and other rights to payment or related assets that are not permitted by Section 6.01(a) (~~viii) and~~it being acknowledged and agreed that no such transaction is permitted by Section 6.01) or (~~v~~iv) unless permitted by the Required Lenders pursuant to Section 9.02, any other Indebtedness not permitted by Section 6.01 (such incurrence, a "Specified Debt Incurrence Prepayment Event"); ~~or~~

(c) the consumption of any Specified Equity Issuance pursuant to Section 7.02~~.~~; or

(d) the receipt by the Borrower or any Restricted 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).

"Pro Forma Entity" means any Acquired Entity or Business or any Converted Restricted Subsidiary.

~~"**Pro Forma Financial Statements**" means the pro forma consolidated balance sheet and related pro forma consolidated statement of operations, of the Borrower, as of, and for the twelve-month period ending on, the last day of the most recently completed four-fiscal quarter period ended at least 60 days prior to the Effective Date (or 120 days prior to the Effective Date in the case such four fiscal quarter period is the end of the Target's fiscal year), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such income statements), which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)), tax adjustments, deferred taxes or other similar pro forma adjustments.~~

"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" means PSP Investments Credit USA LLC.

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

~~"**Public Company Costs**" has the meaning assigned to such term in the definition of "Consolidated EBITDA."~~

"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 9.22.

~~"**QofE Report**" has the meaning assigned to such term in clause (a)(xix) of the definition of "Consolidated EBITDA."~~

~~"**Qualifying Bridge Facility**" has the meaning assigned to such term in the definition of "**Required Additional Debt Terms**".~~

"Qualified Equity Interests" means Equity Interests other than Disqualified Equity Interests.

"Quotation Day" means for any Interest Period, the day two Business Days prior to the first day of such Interest Period.

"Ratio Incurrence" has the meaning assigned to such term in Section 1.11(d).

~~"**Ratio Indebtedness**" has the meaning assigned to such term in Section 6.01(a)(xix)(A).~~

"Receivables Subsidiary" means any Special Purpose Entity established in connection with a Permitted Receivables Financing and any other subsidiary (other than any Loan Party) involved in a Permitted Receivables Financing which is not permitted by the terms of such Permitted Receivables Financing to guarantee the Secured Obligations or provide Collateral.

"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~~.~~".

"Refinanced Credit Agreement Debt" has the meaning assigned to such term in the definition of "Credit Agreement Refinancing Indebtedness."

"~~**Refunding Equity Interests**~~Refinancing Term Lenders" has the meaning ~~assigned to such term in Section 6.08(a)(iv)~~set forth in the Amendment and Restatement Agreement.

"Refinancing Term Loans" means the Initial Term Loans.

"Register" has the meaning assigned to such term in Section 9.04(b)(iv).

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

"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).

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"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" shall mean the Term SOFR Administrator, the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convene 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 ~~8~~VIII.

"Replacement Revolving Commitment" has the meaning assigned to such term in Section 2.20(a).

"Replacement Revolving Loan" means any loan made to the Borrower under a Class of Replacement Revolving Commitments.

"Replacement Revolving Facility" means each Class of Replacement Revolving Commitments made pursuant to Section 2.20(a).

"Representative" has the meaning assigned to such term in Section 9.12.

"Repricing Transaction" means (a) the incurrence by any Loan Party of any Indebtedness in the form of term loans secured by Liens on the Collateral that rank on an equal priority basis (but without giving effect to control of remedies) with the liens on the Collateral securing the Initial Term Loans~~, 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans~~ (i) having an Effective Yield for the respective Type of such Indebtedness that is less than (and not by virtue of any fluctuation in any "base" rate) the Effective Yield for the Initial Term Loans, ~~the 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans, as applicable,~~ and (ii) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of ~~the~~ Initial ~~Term Loans, the 2020 Incremental Term Loans and/or the 2021-2 Incremental~~ Term Loans or (b) any amendment (or any mandatory assignment in connection with any such amendment) resulting in the effective reduction in the Effective Yield for the Initial Term Loans~~, the 2020 Incremental Term Loans and/or the 2021-2 Incremental Term Loans, as applicable~~. Any determination by the Administrative Agent with respect to whether a Repricing Transaction shall have occurred shall be conclusive and binding on all Lenders holding the Initial Term Loans~~, the 2020 Incremental Term Loans and the 2021-2 Incremental Term Loans~~.

"Required Additional Debt Terms" means, with respect to any ~~Ratio Indebtedness,~~ Incremental Equivalent Debt and Acquisition Debt, (a) such Indebtedness does not mature earlier than the date that is 91 days after the Latest Maturity Date or have a Weighted Average Life to Maturity less than the greatest Weighted Average Life to Maturity of the then-existing Term Loans outstanding at the time of incurrence of such Indebtedness ~~(other than (1) in the case of a customary bridge facility, so long as such customary bridge facility does not have a tenor longer than one year and is convertible or exchangeable into long-term indebtedness and the long-term Indebtedness into which such~~

~~customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (a) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges (a "**Qualifying Bridge Facility**") and (2) Indebtedness that is subject to Customary Escrow Provisions), (b) except with respect to any Qualifying Bridge Facility (prior to any conversion or exchange into long-term Indebtedness) and Indebtedness that is subject to the Customary Escrow Provisions,~~, (b) the terms of such Indebtedness in respect thereof do not provide for any mandatory prepayments, mandatory redemptions, mandatory commitment reductions, mandatory offers to purchase or mandatory sinking fund obligations prior to the Latest Maturity Date, other than customary prepayments, commitment reductions, repurchases, redemptions, defeasances, acquisitions or satisfactions and discharges, or offers to prepay, reduce, redeem, repurchase, defease, acquire or satisfy and discharge, in each case upon, a change of control, asset sale event or casualty, eminent domain or condemnation event, or on account of the accumulation of excess cash flow (in the case of loans or commitments), AHYDO Catch-Up ~~Up~~ Payments and customary acceleration rights upon an event of default, (c) except for any of the following that are applicable only to periods following the Latest Maturity Date, the covenants, events of default and other terms for such Indebtedness or commitments (excluding, for the avoidance of doubt, interest rates (including through fixed interest rates), interest rate margins, rate floors, fees, maturity, funding discounts, original issue discounts, currency type and denomination, and redemption or prepayment terms and premiums), when taken as a whole, are ~~determined by the Borrower to not be~~not materially more restrictive on Holdings, the Borrower and the Restricted Subsidiaries than the terms of this Agreement, when taken as a whole (provided that, if the documentation governing such Indebtedness or commitments contains any covenant or provision that is not included in this Agreement at such time, the Administrative Agent shall have been given prompt written notice thereof and this Agreement shall have been amended to include such covenant or provision for the benefit of each Credit Facility ~~(*provided*, *however*, that, if (x) the documentation governing such Indebtedness that includes a financial maintenance covenant consists of a revolving credit facility (whether or not the documentation therefor includes any other facilities) and (y) such financial maintenance covenant is a "springing" financial maintenance covenant for the benefit of such revolving credit facility or a covenant only applicable to, or for the benefit of, a revolving credit facility, then such Indebtedness or commitments shall not be deemed "more restrictive" with respect to any Term Facility solely as a result of such financial maintenance covenant benefiting only such revolving credit facilities); *provided* that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five Business Days prior to the Incurrence of such Indebtedness or the providing of such commitments, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or commitments or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), (d)~~), (d) in the event that the Effective Yield for any Incremental Equivalent Debt is greater than the Effective Yield for the Initial Term Loans by more than 0.50% per annum, then the Applicable Rate for such Initial Term Loans shall be increased to the extent necessary so that the Effective Yield for such Initial Term Loans shall be equal to the Effective Yield with respect to such Incremental Equivalent Debt minus 0.50% per annum, (e) to the extent such Indebtedness is secured by any ~~of the Collateral~~assets, such Indebtedness shall not be secured by any assets of a Loan Party other than the Collateral securing the Secured Obligations and shall be subject to the relevant Intercreditor Agreements and (~~e~~f) to the extent such Indebtedness is incurred or guaranteed by any Loan Party, such Indebtedness shall not be guaranteed by any ~~Restricted Subsidiary~~Person that is not a Loan Party

(except to the extent such Indebtedness that is subject to the Required Additional Debt Terms is expressly

permitted to be incurred by any Restricted Subsidiary that is not a Loan Party under Section 6.01(a)(xix) ~~or Section 6.01(a)(xxvi)~~).

"Required Class A Revolving Lenders" means, at any time after the Amendment No. 11 Effective Date, Class A Revolving Lenders having Class A Revolving Exposures and unused Class A Revolving Commitments representing more than 50.0% of the aggregate Class A Revolving Exposures and unused Class A Revolving Commitments at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Class A Revolving Exposures and unused Class A Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Class A Revolving Lenders.

"Required Lenders" means, at any time, Lenders having or holding more than 50.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments (or, if the Replacement Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Replacement Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such time; provided that (a) whenever there are one or more Defaulting Lenders, the total outstanding Term Loans, Commitments, Revolving Exposures and unused Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders ~~and~~, (b) when there are four (4) or fewer Lenders at any such time (it being understood that a single Lender for such purposes shall be deemed to include all Affiliates and Approved Funds of a Lender who are Lenders under this Agreement), the Required Lenders shall constitute no fewer than two Lenders (but only including any such Lender that holds at least 15.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments (or, if the Replacement Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Replacement Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such time~~.~~, and (c) so long as any Blue Torch Entities collectively have more than 20.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments as of any date of determination, such Blue Torch Entities shall be Required Lenders.

~~"**Required Class A Revolving Lenders**" means, at any time after the Amendment No. 11 Effective Date, Class A Revolving Lenders having Class A Revolving Exposures and unused Class A Revolving Commitments representing more than 50.0% of the aggregate Class A Revolving Exposures and unused Class A Revolving Commitments at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Class A Revolving Exposures and unused Class A Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Class A Revolving Lenders.~~

"Required Revolving Lenders" means, at any time, Revolving Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50.0% of the aggregate Revolving Exposures and unused Revolving Commitments at such time; provided that (a) whenever there are one or more Defaulting Lenders, the total outstanding Revolving Exposures and unused Revolving Commitments of each Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders ~~and~~, (b) when there are four (4) or fewer Revolving Lenders at any such time (it being understood that a single Revolving Lender for such purposes shall be deemed to include all Affiliates and Approved Funds of a Revolving Lender who are Revolving Lenders under this Agreement), the Required Revolving Lenders shall constitute no fewer than two Revolving Lenders (but only including any such Revolving Lender that holds at least 15.0% of the aggregate Revolving Exposures (or, if the Revolving Commitment or Other Revolving Commitment of any Class has been terminated, the outstanding Revolving Loans or Other Revolving Loans of such Class outstanding at such time) at such

time) at such time., and (c) so long as any Blue Torch Entities collectively have more than 20.0% of the aggregate Revolving Exposures, outstanding Term Loans and unused Commitments as of any date of determination, such Blue Torch Entities shall be Required Lenders.

"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 8VIII.

"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 Debt Payment Amount**" means, at any time the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), *minus* the sum of (a) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.08(b)(iv)(A)(1) and (b) the amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(n)(i)(C).~~

"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 Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower (or any Parent Entity) or any Restricted 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.

~~"**Restricted Payment Amount**" means, at any time the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of determination (measured as of such date), *minus* the sum of (a) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section~~

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~~6.08(a)(viii)(A), (b) the amount of Restricted Debt Payments made by the Borrower or any~~

~~Restricted Subsidiary in reliance on Section 6.08(b)(iv)(A)(2) and (e) the amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(n)(i)(B).~~

"Restricted Subsidiary" means any Subsidiary other than an Unrestricted Subsidiary.

"Retained Declined Proceeds" has the meaning assigned to such term in Section 2.11(e).

"Return" means, with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a Disposition or otherwise) and any other amount received or realized in respect thereof.

~~"**Revolving Availability Period**" means the period from and including the Effective Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of the Revolving Commitments.~~

"Revolving Commitment" means, (a) prior to the ~~Amendment No. 11 Effective Date, the Original~~ Class A Revolving Commitment~~s and Original~~Termination Date, with respect to each Class ~~B~~A Revolving Lender, the C~~c~~ommitment~~s as in effect at any time prior to such date~~ of such Lender to make Class A Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Class A Revolving Lender's Revolving Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.08 and (ii) reduced or increased from time to time pursuant to (A) assignments by or to such Class A Revolving Lender pursuant to an Assignment and Assumption or (B) any Incremental Revolving Commitment Increase and (b) on and after the Class A Revolving Commitment Termination Date, with respect to each Class A-1 Revolving Lender, the commitment of such Class A-1 Revolving Lender to make Class A-1 Revolving Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Class A-1 Revolving Lender's Revolving Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.08 and (ii) reduced or increased from time to time pursuant to (A) assignments by or to such Class A-1 Revolving Lender pursuant to an Assignment and Assumption or (B) any Incremental Revolving Commitment Increase. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 1-A of Amendment No. 11 ~~Effective Date.~~, in the case of the Class A Revolving ~~Commitments and Class B Revolving Commitments. The aggregate amount of the Revolving Commitments in effect immediately prior to the Amendment No. 11 Effective Date was $200,000,000. The aggregate amount of the~~ Lenders, and Schedule 2.01, in the case of the Class A-1 Revolving Lenders, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitment~~s in effect on the Amendment No. 11 Effective Date is $111,500,000~~, as the case may be.

"Revolving Credit Extension Request" has the meaning assigned to such term in Section 2.24(b).

"Revolving Credit Facility" means the Revolving Commitments and the provisions herein related to the Revolving Loans, Swingline Loans and Letters of Credit.

"Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of (a) such Lender's outstanding Revolving Loans, (b) such Lender's LC Exposure and (c) such Lender's Swingline Exposure at such time.

"Revolving Lender" means a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure.

"Revolving Loan" means ~~(a) prior to the Amendment No. 11 Effective Date, the Original Class A Revolving Loans and Original Class B Revolving Loans and (b) on and after the Amendment No. 11 Effective Date,~~ the Class A Revolving Loans and Class ~~B~~A-1 Revolving Loans.

"Revolving Maturity Date" means (a) with respect to the Class A Revolving Commitments, June 30, 2025, and (b) with respect to the Class ~~B~~A-1 Revolving Commitments, ~~the fifth anniversary of the Effective Date~~November 4, 2029.

~~"**Rollover Investors**" has the meaning specified in the recitals to this Agreement.~~

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor to its rating agency business.

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

"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 ~~or~~, 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.

"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 Restricted Subsidiaries (other than Receivables 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 and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are (a) owed to the Administrative Agent or any of its Affiliates, (b) owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date, (c) owed to a Person that is an Agent, a Lender or an Affiliate of an Agent or Lender at the time such obligations are incurred or (d) owed to a Person that shall have become a Lender or an Affiliate of a Lender after such obligations are incurred.

"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, each Issuing Bank and the Swingline 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 Restricted Subsidiaries (other than Receivables Subsidiaries) under each Swap Agreement that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates, (b) is in effect on the Effective Date with a counterparty that is a Lender, an Agent or an Affiliate of a Lender or an Agent as of the Effective Date, (c) is entered into after the Effective Date with any counterparty that is a Lender, an Agent or an Affiliate of a Lender or an Agent, or (d) is entered into after the Effective Date with any counterparty that becomes a Lender, an Agent or an Affiliate of a Lender or Agent; 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 (e) 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 Obligation.

"Securities Act" means the Securities Act of 1933, as amended.

"Securitization Transaction" means a Permitted Receivables Financing pursuant to Section 6.01(a)(viii) or Section 6.05(g)(ii) or a similar transaction as contemplated by clause (b)(~~iv~~iii) of the definition of "Prepayment Event", each as in effect on the Amendment No. 11 Effective Date.

"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 ~~4.01(f), Section~~ 5.11, Section 5.12 or Section 5.14, to secure any of the Secured Obligations.

"Senior Representative" means, with respect to any series of Permitted Equal Priority Refinancing Debt, Permitted Junior Priority Refinancing Debt or other Indebtedness, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is incurred, and each of their successors in such capacities.

"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.

~~"**Signing Date**" means August 15, 2019.~~

"Similar Business" means (1) any business conducted by the Borrower or any Restricted 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 Restricted 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".

"Sold Entity or Business" has the meaning assigned to such term in the definition of "Consolidated EBITDA."

"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" shall mean 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 Salable 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" shall mean 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.

"Special Purpose Entity" means a direct or indirect subsidiary of any Loan Party, whose organizational documents contain restrictions on its purpose and activities intended to preserve its separateness from such Loan Party and/or one or more Subsidiaries of such Loan Party.

"Specified Debt Incurrence Prepayment Event" has the meaning assigned to such term in the definition of "Prepayment Event~~:~~".

"Specified Equity Issuance" has the meaning assigned to such term in Section 7.02.

"Specified Existing Revolving Commitment Class" has the meaning assigned to such term in Section 2.24(b).

~~"**Specified Merger Agreement Representations**" means the representations and warranties made by, or with respect to, the Target and its respective subsidiaries in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that Parent or its affiliates have the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Merger Agreement or to decline to consummate the acquisition of the Target (in each case, in accordance with the terms thereof) as a result of a breach of such representations and warranties in the Merger Agreement.~~

"Specified Representations" means the representations and warranties set forth in Section 3.01(a) (as it relates to organizational existence of the Loan Parties), Section 3.01(b)(ii) (with respect to the incurrence of the Loans, the provision of the Guarantees under the Guarantee Agreement by the Loan Parties, the granting of the security interests in the Collateral by the Loan Parties and the performance of the obligations under the Loan Documents by the Loan Parties), Section 3.02, Section 3.03(b)(i), Section 3.08, Section 3.14, Section 3.15, Section 3.16 (as it relates to the creation, validity and perfection of the security interests in the Collateral on the Effective Date) and Section 3.17(a)~~, (b)(i)(x)~~ and (b~~)(ii) (in each case, as it relates to the use of proceeds of the Loans on the Effective Date), in each case, after giving effect to the Acquisition~~).

~~"**Specified Restructuring**" means any restructuring initiative, cost saving initiative or other similar strategic initiative of Holdings, the Borrower or any of their respective Restricted Subsidiaries after the Effective Date described in reasonable detail in a certificate of a Responsible Officer delivered by Holdings to the Administrative Agent.~~

"Specified Transaction" means, with respect to any period, any Investment, ~~Specified Restructuring,~~ Disposition, incurrence or repayment of Indebtedness, ~~Restricted Payment, subsidiary designation,~~ operating improvements~~, restructurings, New Project~~ 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.

"Sponsor" means Centerbridge Partners, L.P. and ~~Norwest Equity Partners IX, LP, and their~~its respective Affiliates, funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing (other than Holdings and its Subsidiaries or any operating portfolio company of any of the entities referred to above).

"SPV" has the meaning assigned to such term in Section 9.04(f).

"Standard Securitization Undertakings" means all representations, warranties, covenants and indemnities (including repurchase obligations in the event of a breach of representation and warranty) by any Loan Party or Subsidiary thereof that the Borrower has determined in good faith to be customary in connection with a Permitted Receivables Financing, including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary.

~~"**Sterling**" and "**£**" mean the lawful currency of the United Kingdom.~~

~~"**Subject Interest Period**" shall have the meaning provided in Section 2.13(e).~~

~~"**Submitting Revolving Lender**" has the meaning assigned to such term in Amendment No. 11~~

"Subordinated Indebtedness" means any debt for borrowed money that is contractually subordinated in right of payment to 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 elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, partnership, association, Joint Venture or other entity in which such Person directly or indirectly through Subsidiaries has more than a 50.0% equity interest (voting or economic) at the time.

"Subsidiary" means any subsidiary of Holdings.

"Subsidiary Loan Party" means (a) each Restricted Subsidiary (other than the Borrower) that is a party to the Guarantee Agreement and (b) any other Restricted Subsidiary of the Borrower that ~~may be designated by the Borrower (by way of~~has delivering~~ed to the Collateral Agent a supplement to the Collateral Agreement and~~ a supplement to the Guarantee Agreement~~, in each case, duly executed by such Subsidiary) in its sole discretion from time to time to be a guarantor in respect of the~~

~~Secured Obligations, whereupon such Subsidiary shall be obligated to~~ and otherwise comply~~ied~~

with the ~~other~~ requirements of Section 5.11 ~~as if it were newly acquired~~.

"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 9.22.

~~"**Suspension Period**" means the period commencing on the Amendment No. 11 Effective Date through and including the Termination Date.~~

"Suspension Period" means (i) the period commencing on the Effective Date through and including the date that the Borrower delivers financial statements under Section 5.01(a) or Section 5.01(b) and a Compliance Certificate showing that the Total Cash Leverage Ratio has been equal to or less than 2.25:1.00 as of the last day of two consecutive fiscal quarters ending after the Effective Date and (ii) each other period commencing on the date that the Total Cash Leverage Ratio exceeds 2.25:1.00 and ending on the date that the Borrower delivers financial statements under Section 5.01(a) or Section 5.01(b) and a Compliance Certificate showing that the Total Cash Leverage Ratio has been equal to or less than 2.25:1.00 as of the last day of two consecutive fiscal quarters ending thereafter.

"Swap" means any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(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).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the aggregate Swingline Exposure at such time.

"Swingline Lender" means (a) Blue Owl Capital Corporation (formerly known as Owl Rock Capital Corporation), in its capacity as lender of Swingline Loans hereunder and (b) each Revolving Lender that shall have become a Swingline Lender hereunder as provided in Section 2.04(d) (other than any Person that shall have ceased to be a Swingline Lender as provided in Section 2.04(e)), each in its capacity as a lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Swingline Sublimit" means $5,000,000.

"~~Target~~Tax Distributions" has the meaning ~~specified in the recitals to this Agreement~~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.

"Term Facility" means the term loan facilities represented by the Term Loans ~~(including, for the avoidance of doubt, the 2020 Incremental Term Loan Facility, the 2021 Incremental Term Loan Facility and the 2021-2 Incremental Term Loan Facility)~~.

"Term Lenders" means ~~each~~the Initial Term Lenders and any other Person that ~~is, or~~ shall have become~~,~~ a party hereto or to an Incremental Facility~~, in each case~~ in respect of any Term Loans.

"Term Loan Extension Request" has the meaning assigned to such term in Section 2.24(a).

"Term Loans" means the Initial Term Loans, ~~the 2020 Incremental Term Loans, the 2021 Incremental Term Loans, the 2021-2 Incremental Term Loans, any other~~any Incremental Term Loans or any Other Term Loans, as applicable.

"Term Maturity Date" means (a) in the case of the Initial Term Loans, the Initial Term ~~Loan~~ Maturity Date~~,~~ and (b) in the case of ~~the 2020 Incremental Term Loans, the 2020 Incremental Term Loan Maturity Date and, (c) in the case of the 2021 Incremental Term Loans, the 2021 Incremental Term Loan Maturity Date, (d) in the case of the 2021-2 Incremental Term Loans, the 2021-2 Incremental Term Loan Maturity Date and (e) in the case of any other~~any Incremental Term Loan or any Other Term Loan, the date set forth in the applicable documentation in respect thereof.

"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 Alternati~~ive~~e 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 SOFR Determination Day~~.~~;

"Term SOFR Adjustment" means (a) solely with respect to Class A Revolving Loans, for any Interest Period, a rate per annum equal to the percentage corresponding to such Interest Period set forth below:

Interest Period	Percentage
One month	0.10%
Three months	0.15%
Six Months	0.25%

and (b) with respect to any other Loans (including the Initial Term Loans and the Class A-1 Revolving Loans), for any Interest Period, a rate per annum equal to 0.00%.

"Term SOFR Administrator" shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent~~, in consultation with the Borrower,~~ in its reasonable discretion).

"Term SOFR Reference Rate" shall mean the forward-looking term rate based on SOFR.

"Term Suspension Period" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination Date" means the date on which (a) all Commitments shall have been terminated, (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 and (c) all Letters of Credit (other than those that have been Cash Collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the relevant Issuing Bank) shall have been cancelled, terminated or have expired and all amounts drawn or paid thereunder shall have been reimbursed in full.

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters 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~~, in~~

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the case of the first, second and third fiscal quarters, Section 5.01(b); 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(b), the Test Period in effect shall be the period of four consecutive fiscal quarters of the Borrower ended June 30, 20192024.

"Total Cash Leverage Covenant" has the meaning assigned to such term in Section 6.13(a).

"**Total Class A Revolving Commitment**" means, on any date, the sum of the Class A Revolving Commitments on such date of all the Class A Revolving Lenders.

"**Total Class B Revolving Commitment**" means, on any date, the sum of the Class B Revolving Commitments on such date of all the Class B Revolving Lenders.

"**Total Revolving Commitment**" shall mean, on any date, the sum of the Total Class A Revolving Commitment and Total Class B Revolving Commitment.

"Total Net Cash Leverage Ratio" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated Cash EBITDA for the Test Period as of such date.

"**Total Net Leverage Ratio**" means, on any date of determination, the ratio of (a) Consolidated Total Net Debt as of the last day of the Test Period most recently ended on or prior to such date of determination to (b) Consolidated EBITDA for such Test Period.

"Transactions" means, collectively, (a) the funding of the Initial Term Loans on the Effective Date, the funding of any Revolving 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 Effective Date Refinancing, (c) the Acquisition, the Merger and other related transactions contemplated by the Merger Agreement, (d) the Equity Contribution, (e) the consummation of any other transactions in connection with the foregoing[Reserved], (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).

"Transaction Costs" means any fees, expenses and other transaction costs incurred or paid by the Investors, any Parent Entity, Initial Holdings, the Borrower or any of their Subsidiaries or Affiliates in connection with (i) the Transactions, (ii) this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby and (iii) the EQT Acquisition.

"Treasury Rate" means, as of any date of notice of prepayment, the yield to maturity as of the date of such notice ofdetermination, the weekly average yield on actually traded U.S. Treasury securities withadjusted to a constant maturity (as compiled and published in the most recent Federal Reserve sStatistical rRelease designated as "H.15" under the caption "Treasury constant maturities" or any successor publication which is published at least weekly by the Board of Governors of the Federal Reserve System (or companion online data resource published by the Board of Governors of the federal reserve system) and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity (519) that has become publicly available at least two Business Days prior to thesuch date of such notice (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from

the applicable Prepayment Date to the date that is two years after the 2020 Incremental Closing

Date; *provided*, *however*, that if the period from the applicable Prepayment Date to the date that is two years after the 2020 Incremental Closing Date is less than one year, the weekly average yield on actively traded U.S. Treasury securities adjusted to a constant maturity of one year will be used).

"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.

"Unaudited Financials Statements" means the unaudited consolidated balance sheet of the TargetBorrower and its consolidated subsidiaries as at the end of June 30, 2024, and the related unaudited consolidated statement of operations and unaudited consolidated statement of comprehensive income, unaudited consolidated statements of changes in Redeemable Class B Units and members' equity and consolidated unaudited statements of cash flows, in each case, for the six-month period (other than the fourth fiscal quarter period of any fiscal year) ended June 30, 2019 (without the requirement to include footnote disclosure).

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Subsidiary" means any Subsidiary (other than the Borrower) designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 5.15 subsequent to; provided that there are no Unrestricted Subsidiaries as of the Effective Date and the Borrower shall not designate any Unrestricted Subsidiary during the Term Suspension Period.

"Unsecured Material Indebtedness" means any third party unsecured debt for borrowed money in an aggregate principal amount exceeding (x) during thea Suspension Period, $0 and (y) after theif, and for so long as, a Suspension Period has endedis not then in effect, $10,000,000.

"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 9.22.

"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 ~~I~~incurrence of such Indebtedness); by (b) the then outstanding principal amount of such Indebtedness.

"~~wholly-owned~~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~~wholly-owned subsidiaries of such Person or by such Person and one or more ~~wholly-owned~~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 "Term Loan") or by Type (e.g., a "SOFR Loan") or by Class and Type (e.g., a "SOFR Term Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Term Borrowing") or by Type (e.g., a "SOFR Borrowing") or by Class and Type (e.g., a "SOFR Term 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 Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of Holdings other than the Borrower and the Restricted 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 (including the levels applicable herein to any computation of the Total ~~Net Leverage Ratio, the Total Net~~ Cash Leverage Ratio~~, the LTV Ratio and~~ or the Contract Asset Balance Coverage Ratio) 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, (~~i~~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 (~~ii~~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.

(e) For the avoidance of doubt, notwithstanding any classification under GAAP of any Person or business in respect of which a definitive agreement for the Disposition thereof has been entered into as discontinued operations, the Net Income of such Person or business shall not be excluded from the calculation of Net Income until such Disposition shall have been consummated.

SECTION 1.05~~.~~ Currency Translation; Rates~~.~~.

(a) For purposes of any determination under Article ~~5~~V, Article ~~6~~VI or Article ~~7~~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 ~~6~~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. For purposes of any determination of Consolidated Total Debt ~~or Consolidated Total Net Debt~~, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered financial statements pursuant to Section 5.01(a) or Section 5.01(b). 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 ~~comparable~~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 Incremental Term Loans, Loans in connection with any Replacement Revolving Commitments, Extended Revolving Commitments, Extended Revolving Loans, or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars~~,~~", "in immediately available funds~~,~~", "in Cash" or any other similar requirement.

SECTION 1.08~~.~~ Certain Calculations and Tests~~.~~.

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 (including, without limitation, any Total ~~Net Leverage Ratio, any Total Net~~ Cash Leverage Ratio~~,~~ or any Contract Asset Balance Coverage ~~Ratio or any LTV~~ Ratio test (including as required in the definition of "Permitted Acquisition")), (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) (other than in connection with any borrowing of Revolving Loans or issuance of any Letter of Credit under the Revolving Credit Facility (or Other Revolving Commitments)) or (iii) testing any cap expressed as a percentage of Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity or Consolidated Total Assets and any other availability of a "basket" or exception set forth in Article ~~6~~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 (but not, for the avoidance of doubt, in connection with any calculation of the Financial Maintenance Covenant for the purposes of Section 6.13 only), 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 (including, without limitation, any Total ~~Net Leverage Ratio, any Total Net~~ Cash Leverage Ratio~~,~~ ~~any~~ or Contract Asset Balance Coverage Ratio ~~or any LTV Ratio~~ test (but not, for the avoidance of doubt, in connection with any calculation of the Financial Maintenance Covenant for the purposes of Section 6.13 only)) and/or any cap expressed as a percentage of Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity or 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~~.~~ ~~*[Reserved].*~~ 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, Consolidated EBITDA, Consolidated Cash EBITDA, Liquidity ~~or Consolidated EBITDA and the Total Net Leverage Ratio~~, the Total ~~Net~~ Cash Leverage Ratio~~,~~ or the Contract Asset Balance Coverage Ratio ~~or the LTV Ratio~~), shall be calculated in the manner prescribed by this Section 1.11; provided that, notwithstanding anything to the contrary in clauses (~~a~~b), (c) or (d) of this Section 1.11, ~~(i)~~ when calculating the Total ~~Net Leverage Ratio for purposes of, as applicable, (A) [reserved], (B) [reserved] and (C) Section 6.13 and (ii) when calculating the Total Net~~ Cash Leverage Ratio for purposes of (i) [Reserved], (ii) Section 2.11(d) and (iii) Section 6.13, in each case, the events described in this Section 1.11 that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect~~; *provided*, *however*, that (i) for purposes of calculating the ECF Percentage, Consolidated Total Net Debt shall be determined after giving pro forma effect to the Permitted ECF Recalculation Considerations assuming such prepayments had been made on the last day of such fiscal year and (ii) in connection with the calculation of the Total Net Cash Leverage Ratio pursuant to Section 6.13, (A) Consolidated Total Net Debt for the Test Period ending on March 31, 2024 shall be calculated to give effect to~~

~~the April TL Prepayment so long as such payment is actually made on or prior to April 12, 2024 and (B) Consolidated Total Net Debt for the Test Period ending on September 30, 2024 shall be calculated to give effect to the October TL Prepayment so long as such payment is actually made on or prior to October 15, 2024~~. In addition, whenever a financial ratio or test is to be calculated on a pro forma basis or requires pro forma compliance, the reference to "Test Period" for purposes of calculating such financial ratio or test shall be deemed to be a reference to, and shall be based on, the Test Period most recently ended for which financial statements have been (or were required to have been) delivered pursuant to Section 5.01(a) or (b).

(b) For purposes of calculating any financial ratio or test (including Consolidated Total Assets, Consolidated ~~Cash~~ EBITDA ~~or~~and Consolidated Cash EBITDA), 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 (and any increase or decrease in Consolidated EBITDA, Consolidated Cash EBITDA and the component financial definitions used therein attributable to any Specified Transaction) 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 Restricted Subsidiary or was merged, amalgamated or consolidated with or into Holdings, the Borrower or any Restricted 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 and Consolidated EBITDA) shall be calculated to give pro forma effect thereto in accordance with this Section 1.11.

(c) Whenever pro forma effect or a determination of pro forma compliance is to be given to a Specified Transaction ~~or a Specified Restructuring~~, the pro forma calculations shall be made in good faith by a Responsible Officer of Holdings and, to the extent provided in the definition of Consolidated EBITDA may include~~, for the avoidance of doubt,~~ the amount of "run rate" cost savings, operating expense reductions and cost ~~synergies and other~~ synergies projected by Holdings in good faith to result from or relating to any Specified Transaction (including the Transactions) ~~or Specified Restructuring~~ that is being given pro forma effect or for which a determination of pro forma compliance is being made that have been realized or are expected to be realized and for which the actions necessary to realize such cost savings, operating expense reductions, or cost ~~synergies or other~~ synergies have been taken or initiated, have been committed to be taken or initiated, with respect to which substantial steps have been taken or initiated or which are expected to be taken or initiated (in the good faith determination of the Borrower) (calculated on a pro forma basis as though such cost savings, operating expense reductions, and cost synergies ~~and other synergies~~ had been realized on the first day of such period and as if such cost savings, operating expense reductions, and cost ~~synergies and other~~ synergies were realized during the entirety of such period and "run rate" means the full recurring benefit for a period that is associated with any action taken, any action committed to be taken, any action with respect to which substantial steps have been taken or initiated or any action that is expected to be taken ~~(including any savings expected to result from the elimination of Public Company Costs)~~ net of the amount of actual benefits realized during such period from such actions, and any such adjustments shall be included in the initial pro forma calculations of such financial ratios or tests and during any subsequent Test Period in which the effects thereof are expected to be realized) relating to such Specified Transaction ~~or Specified Restructuring~~, and any such adjustments included in the initial pro forma calculations shall continue to apply to subsequent calculations of such financial ratios or tests, including during any subsequent Test Periods in which the effects thereof are expected to be realizable; provided that (~~i~~A) such amounts are

reasonably identifiable and factually supportable in the good faith judgment of Holdings, (~~ii~~B) such

actions are taken, such actions are committed to be taken, substantial steps with respect to such action have been taken or initiated or such actions are expected to be taken no later than ~~(I) during the Suspension Period,~~ four fiscal quarters ~~and (II) after the Suspension Period has ended, six fiscal quarters, in each case,~~ after the date of consummation of such Specified Transaction ~~or the date of initiation of such Specified Restructuring,~~and (~~iii~~C) no amounts shall be added to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA or Consolidated Cash EBITDA (or any other components thereof), whether through a pro forma adjustment or otherwise, with respect to such period and (~~iv~~D) the aggregate amount of any such pro forma increase added to Consolidated EBITDA pursuant to this clause (~~iv~~D), when combined, without duplication, with amounts added to Consolidated EBITDA pursuant to clauses (a)(~~xv~~), (a)(~~xvi~~viii) and (b)~~(1)~~ of the definition of "Consolidated EBITDA" ~~and amounts excluded pursuant to clause (a) of the definition of "Consolidated Net Income"~~ shall not exceed, for purpose of any calculation of Consolidated EBITDA under this Agreement, an amount equal to ~~20.0~~15.0% of Consolidated EBITDA for such Test Period (calculated prior to giving effect to such add-backs).

(d) In the event that Holdings, the Borrower or any Restricted 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; provided that, with respect to any ~~I~~incurrence of Indebtedness pursuant to Section 6.01(a) in reliance on the pro forma calculation of the Total ~~Net~~ Cash Leverage Ratio (a "Ratio Incurrence") such calculation shall not give pro forma effect to any Indebtedness being incurred (or expected to be incurred) substantially simultaneously or contemporaneously with such Ratio Incurrence in reliance on any "basket" set forth in Section 6.01(a) (including clause (a) of the definition of "Incremental Cap" and any "baskets" measured as a percentage of Consolidated Total Assets, Consolidated ~~Cash~~ EBITDA or Consolidated Cash EBITDA and including any issuance of any Letter of Credit, except to the extent expressly required to be calculated otherwise in Section 2.20, Section 6.01(a)(xxiii) or any Replacement Revolving Facility).

~~(e) Any such pro forma shall include, without limitation, all adjustments calculated in accordance with Regulation S-X under the Securities Act.~~

ARTICLE ~~2~~II

THE CREDITS

SECTION 2.01~~.~~ Commitments~~.~~.

(a) Subject to the terms and conditions set forth herein and in the Amendment and Restatement Agreement, (i) each Refinancing Term Lender ~~(other than the 2020 Incremental Term Lenders and 2021 Incremental Term Lenders)~~ severally agrees to make an Initial Term Loan to the Borrower ~~denominated in Dollars on the Effective Date in an aggregate principal amount equal to its Initial Term Loan Commitment, (ii) each 2020 Incremental Term Lender severally agrees to make a 2020 Incremental Term Loan to the Borrower denominated in Dollars on the 2020~~

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~~Incremental Closing Date (as defined in Amendment No. 1) in an aggregate principal amount equal to its 2020 Incremental Term Loan Commitment, (iii) each 2021 Incremental Term Lender severally agrees to make a 2021 Incremental Term Loan to the Borrower denominated in Dollars on the Amendment No. 5 Effective Date in an aggregate principal amount equal to its 2021 Incremental Term Loan Commitment, (iv) each 2021-2 Incremental Term Lender severally agrees to make a 2021-2 Incremental Term Loan to the Borrower denominated in Dollars on the 2021-2 Incremental Term Loan Closing Date in an aggregate principal amount equal to its 2021-2 Incremental Term Loan Commitment, and (v) each~~in accordance with (and without duplication of) Section 2 of the Amendment and Restatement Agreement, (ii) each Class A Revolving Lender agrees to make Class A Revolving Loans to the Borrower denominated in Dollars during the Class A Revolving Availability Period in an aggregate principal amount which will not result in such Lender's Revolving Exposure exceeding such Lender's Class A Revolving Commitment~~; *provided* that any borrowing of~~, and (iii) each Class A-1 Revolving Lender agrees to make Class A-1 Revolving Loans ~~on~~to the ~~Effective Date shall not exceed the Initial Revolving Borrowing Amount~~Borrower denominated in Dollars during the Class A-1 Revolving Availability Period in an aggregate principal amount which will not result in such Lender's Revolving Exposure exceeding such Lender's Class A-1 Revolving Commitment. The Borrower may borrow, prepay and reborrow Revolving Loans. Amounts repaid or prepaid in respect of Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and 2021-2 Incremental Term Loans~~ may not be reborrowed.

(b) Subject to the terms and conditions set forth in any Incremental Facility Amendment providing for, as applicable, the making or Refinancing of Term Loans or Revolving Loans, each Term Lender or Revolving Lender party thereto severally agrees to, as applicable, make or Refinance Term Loans or Revolving Loans, as applicable, on the date specified therein in an aggregate amount not to exceed the amount of such Term Lender's or Revolving Lender's Commitment as set forth therein.

~~(c) As of the Amendment No. 11 Effective Date, in accordance with, and upon the terms and conditions set forth in, Amendment No. 11, (i) the Original Class A Revolving Commitment or Original Class B Revolving Commitment, as applicable, of each Submitting Revolving Lender that outstanding on such date shall become New Class A Revolving Commitments on such date in an amount as set forth on Schedule I-A to Amendment No. 11 and (ii) the Original Class B Revolving Commitment of each Original Class B Revolving Lender that is not a Submitting Revolving Lender shall be continued hereunder on such date as Class B Revolving Commitments in an amount as set forth on Schedule I-B to Amendment No. 11. On and after the Amendment No. 11 Effective Date, all Borrowings of Revolving Loans under Section 2.1(a)(iv) shall be made pro rata between the Class A Revolving Facility and the Class B Revolving Facility in proportion to the Total Class A Revolving Commitments and Total Class B Revolving Commitments. Any Original Class A Revolving Loans or Original Class B Revolving Loans outstanding immediately prior to giving effect to the Amendment No. 11 Effective Date shall be continued as Revolving Loans hereunder on the Amendment No. 11 Effective Date; *provided* that (x) the Original Class A Revolving Loans and Original Class B Revolving Loans of each Submitting Revolving Lender will be continued as "Class A Revolving Loans" hereunder and (y) the Original Class B Revolving Loans of each Class B Revolving Lender that is not a Submitting Revolving Lender will continue as "Class B Revolving Loans" hereunder, in each case, on the terms set forth herein for such Class of Revolving Commitments.~~

SECTION 2.02~~.~~ Loans and Borrowings~~.~~.

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(a) Each Loan (other than a Swingline 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~~; *provided* that any Borrowing of Revolving Loans shall be made pro rata between the Class A Revolving Commitments and the Class B Revolving Commitments in proportion to the respective Revolving Commitments under each such Revolving Credit Facility~~. 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 Revolving Loan Borrowing and 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 Swingline Loan shall be an ABR Loan. 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. Each Swingline Loan shall be in an 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 15 SOFR Borrowings outstanding (which number of SOFR Borrowings may be increased or adjusted by agreement between Holdings, the Borrower and the Administrative Agent in connection with any Incremental Facility or Extended Loans/Commitments or Loan Modification Offer).

SECTION 2.03~~.~~ Requests for Borrowings. To request a Revolving Loan Borrowing or Term Loan Borrowing, the Borrower shall notify the Administrative Agent of such request by delivery (by hand delivery~~, facsimile or other~~ 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 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 prior to the Class A Revolving Facility Termination Date, 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 (x) in the case of any Revolving

Loan Borrowing, be irrevocable upon delivery and (y) specify the following information (other than, in the case of clause (vii) below, the Borrowing Request pertaining to Borrowings on the Effective Date):

(i) whether the requested Borrowing is to be a Revolving Loan Borrowing, an Initial Term Loan Borrowing or a Borrowing of any other Class (specifying the Class thereof);

(ii) the aggregate amount of such Borrowing ~~(for the avoidance of doubt, any Borrowing of Revolving Loans shall be allocated pro rata between the Class A Revolving Commitments and Class B Revolving Commitments)~~;

(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, or, in the case of any ABR Revolving Loan Borrowing or Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(f), the identity of the Issuing Bank that made such LC Disbursement;

(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~~.~~ Swingline Loans~~.~~.

(a) Subject to the terms and conditions set forth herein (including Section 2.22), in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swingline Lender agrees to make Swingline Loans to the Borrower from time to time during the Class A Revolving Availability Period denominated in Dollars in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate Revolving Exposures exceeding the aggregate Class A Revolving Commitments, (ii) the aggregate amount of Swingline Loans outstanding exceeding the Swingline Sublimit or (iii) the Revolving Exposure of any Lender exceeding such Lender's Revolving Commitments; provided that (A) the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan and (B) the Swingline Lender shall not be under any obligation to make any Swingline Loan if, after giving effect to Section 2.22(a)(iv), any Defaulting Lender Fronting Exposure would remain outstanding. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the Borrower shall notify the Administrative Agent and the Swingline Lender of such request by written notice, not later than 10:00 a.m., New York City time, on the day of such proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the

requested date (which shall be a Business Day), the amount of the requested Swingline Loan and, in the

case of any Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.05(a), the identity of the Issuing Bank that made such LC Disbursement. The Swingline Lender shall make each Swingline Loan available to the Borrower by means of a credit to the deposit account of the Borrower specified in such written notice (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(a), by remittance to the applicable ~~Revolving~~ Issuing Bank) promptly on the requested date of such Swingline Loan. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, no Swingline Loans shall be available, and no Lender shall have any obligation to make a Swingline Loan, to the Borrower at any time on or after the Class A Revolving Facility Termination Date.

(c) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., New York City time, on any Business Day require the Class A Revolving Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Class A Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Class A Revolving Lender, specifying in such notice the Class A Revolving Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Class A Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Class A Revolving Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Class A Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Class A Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Class A Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the Swingline Lender the amounts so received by it from the Class A Revolving Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other Person on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted by the Swingline Lender to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Class A Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or the Administrative Agent, as the case may be, and thereafter to the Borrower, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof. ~~On and after the Amendment No. 5 Effective Date until the Swingline Maturity Date, participations in Swingline Loans shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both the Class A Revolving Commitments and the Class B Revolving Commitments) and pro rata between the Class A Revolving Commitments and the Class B Revolving Commitments.~~

(d) In the event there is no Swingline Lender, the Borrower may designate as replacement Swingline Lender one Class A Revolving Lender that agrees to serve in such capacity as provided below;

provided that such Swingline Lender is reasonably acceptable to the Administrative Agent. The acceptance by a Class A Revolving Lender of an appointment as a Swingline Lender hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, executed by the Borrower, the Administrative Agent and such designated Swingline Lender, and, from and after the effective date of such agreement, (i) such Class A Revolving Lender shall have all the rights and obligations of a Swingline Lender under this Agreement and (ii) references herein to the term "Swingline Lender" shall be deemed to include such Revolving Lender in its capacity as a lender of Swingline Loans hereunder. At no time shall there be more than one Swingline Lender.

(e) The Borrower may terminate the appointment of any Swingline Lender as a "Swingline Lender" hereunder by providing a written notice thereof to such Swingline Lender, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Swingline Lender's acknowledging receipt of such notice and (ii) the fifth Business Day following the date of the delivery thereof, provided that no such termination shall become effective until and unless the Swingline Exposure of such Swingline Lender shall have been reduced to zero. Notwithstanding the effectiveness of any such termination, the terminated Swingline Lender shall remain a party hereto and shall continue to have all the rights of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such termination, but shall not make any additional Swingline Loans.

~~(f) On the Amendment No. 11 Effective Date, the participations in any outstanding Swingline Loans shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in the aggregate principal amount of all Swingline Loans then outstanding in accordance with their respective Applicable Percentage of the Total Revolving Commitments. Thereafter, until the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, the participations in any new Swingline Loans shall be allocated ratably in accordance with the Revolving Lenders' respective Applicable Percentage of the Total Revolving Commitments. On the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, all then outstanding Swingline Loans shall be repaid in full; *provided* that if, and only to the extent that, on the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments (after giving effect to any repayments of Revolving Loans and any reallocation of Letter of Credit participations as contemplated in Section 2.05(p)), there shall exist sufficient unutilized Class A Revolving Commitments so that all or a portion of the then-outstanding Swingline Loans could be incurred pursuant the Class A Revolving Commitments, the outstanding Swingline Loans (and any outstanding participations in such Swingline Loans) shall be deemed to have been incurred solely pursuant to the Class A Revolving Commitments and allocated ratably in accordance with the Class A Revolving Lenders' respective Applicable Percentage of the Class A Revolving Commitments, and such Swingline Loans shall not be so required to be repaid in full on the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments.~~

SECTION 2.05~~.~~ Letters of Credit~~.~~.

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(a) General. Subject to the terms and conditions set forth herein (including Section 2.22),

each Issuing Bank agrees, in reliance upon agreement of the Class A Revolving Lenders set forth in this Section 2.05, to issue Letters of Credit denominated in Dollars for the account of the Borrower (or for the account of any Restricted Subsidiary so long as the Borrower and such Restricted Subsidiary are co-applicants in respect of such Letter of Credit), in a form reasonably acceptable to the applicable Issuing Bank, which shall reflect the standard policies and operating procedures of such Issuing Bank, at any time and from time to time during the Class A Revolving Availability Period and prior to the fifth Business Day prior to the ~~Latest Maturity Date applicable to Revolving Loans~~Class A Revolving Facility Termination Date. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall deliver in writing by hand delivery or ~~facsimile (or transmit by~~ electronic communication~~, if arrangements for doing so have been approved by the recipient)~~ to the applicable Issuing Bank and the Administrative Agent (at least three Business Days before the requested date of issuance, amendment, renewal or extension or such shorter period as the applicable Issuing Bank and the Administrative Agent may agree) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (a) of this Section), the amount and currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of any Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (i) the aggregate LC Exposure attributable to Letters of Credit issued by such Issuing Bank shall not exceed the LC Commitment of such Issuing Bank, (ii) the aggregate Revolving Exposures ~~shall not exceed the aggregate Revolving Commitments (and the Revolving Exposures~~ of Revolving Lenders having Class A Revolving Commitments shall not exceed the Class A Revolving Commitments, ~~and the Revolving Exposures of Revolving Lenders having Class B Revolving Commitments shall not exceed the Class B Revolving Commitments),~~ (iii) the aggregate LC Exposure shall not exceed the Letter of Credit Sublimit, (iv) the Revolving Exposure of any Class A Lender shall not exceed such Class A Revolving Lender's Revolving Commitments and (v) the face amount of outstanding Letters of Credit issued by any Issuing Bank shall not exceed such Issuing Bank's Applicable LC Fronting Sublimit. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, no Letter of Credit shall be issued, amended, renewed or extended at any time on or after the the date that is the third Business Day prior to the Class A Revolving Facility Termination Date. No Issuing Bank shall be under any obligation to issue any Letter of Credit if (A) any order, judgment or decree of any Governmental Authority or arbitrator shall enjoin or restrain such Issuing Bank from issuing the Letter of Credit, or any law applicable to such Issuing Bank any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such Issuing Bank with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such Issuing Bank in good faith deems material to it,

(B) any Lender is at that time a Defaulting Lender, if after giving effect to Section 2.22(a)(iv), any Defaulting Lender Fronting Exposure remains outstanding, unless such Issuing Bank has entered into arrangements, including the delivery of Cash Collateral, reasonably satisfactory to such Issuing Bank with the Borrower or such Lender to eliminate such Issuing Bank's Defaulting Lender Fronting Exposure arising from either the Letter of Credit then proposed to be issued or such Letter of Credit and all other LC Exposure as to which such Issuing Bank has Defaulting Lender Fronting Exposure or (C) such issuance will violate any policy or procedure of such Issuing Bank without such Issuing Bank's prior written consent. Upon the issuance of each Letter of Credit, the Issuing Bank shall send the Administrative Agent a copy of the same.

(c) Notice. Each Issuing Bank agrees that it shall not permit any issuance or amendment of a Letter of Credit to occur unless it shall have given to the Administrative Agent written notice thereof required under Section 2.05(m).

(d) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any extension thereof, one year after the then-current expiration date at the time of such extension) and (ii) the date that is the third Business Day prior to the ~~Latest Maturity Date applicable to Revolving Loans~~Class A Revolving Facility Termination Date; provided that if such expiry date is not a Business Day, such Letter of Credit shall expire at or prior to close of business on the next succeeding Business Day; provided, however, that any Letter of Credit may, upon the request of the Borrower and with the consent of the Issuing Bank, in its sole discretion, include a provision whereby such Letter of Credit shall be extended automatically for additional consecutive periods of one year or less (but not beyond the date that is three Business Days prior to the applicable ~~Latest Maturity~~Class A Revolving Facility Termination Date unless Cash Collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Issuing Bank thereof) unless the applicable Issuing Bank notifies the beneficiary thereof within the time period specified in such Letter of Credit or, if no such time period is specified, at least 30 days prior to the then-applicable expiration date, that such Letter of Credit will not be extended; provided that such extended terms are reasonably satisfactory to the relevant Issuing Bank.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank that is the issuer thereof or the Lenders, such Issuing Bank hereby grants to each Class A Revolving Lender, and each Class A Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Class A Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. ~~On and after the Amendment No. 5 Effective Date, participations in Letters of Credit shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both Class A Revolving Commitments and Class B Revolving Commitments) and pro rata between Class A Revolving Commitments and Class B Revolving Commitments.~~ In consideration and in furtherance of the foregoing, each Class A Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Class A Revolving Lender's Applicable Percentage ~~of the Total Revolving Commitments~~ of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (a) of this Section in the currency of such LC Disbursement, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Class A Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional ~~and shall be pro rata based on such Lender's Applicable Percentage of the Total Revolving Commitments~~ and shall not be affected by any circumstance whatsoever, including any

amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default

or any reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. ~~On the Amendment No. 5 Effective Date, the Letter of Credit Participations in any issued and outstanding Letters of Credit shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in such Letter of Credit Participation in accordance with such Revolving Lender's Applicable Percentage of the Total Revolving Commitment (including both the Class A Revolving Commitments and the Class B Revolving Commitments from time to time in effect). Thereafter Letter of Credit Participations in any newly-issued Letters of Credit shall be allocated in accordance with each Revolving Lender's Applicable Percentage of the Total Revolving Commitments (including both the Class A Revolving Commitments and the Class B Revolving Commitments from time to time in effect).~~

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement in Dollars not later than 2:00 p.m., New York City time (~~i~~A) on the next succeeding Business Day if the Borrower receives notice of such LC Disbursement on or before 12:00 p.m., New York City time on the day of such LC Disbursement or (~~ii~~B) on the second succeeding Business Day if the Borrower receive notice of such LC Disbursement after 12:00 p.m., New York City time on the day of such LC Disbursement; provided that, if such LC Disbursement is denominated in Dollars and is not less than $100,000 (or such lesser amount as reasonably agreed to by the Administrative Agent), the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or Section 2.04 that such payment be financed with an ABR Class A Revolving Loan Borrowing or a Swingline Loan, in each case in an equivalent amount, and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Class A Revolving Loan Borrowing or Swingline Loan. If the Borrower fails to make such payment when due, the Administrative Agent shall notify each Class A Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Class A Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Class A Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of ~~the Total Revolving Commitment of~~ the payment then due from the Borrower, in Dollars and in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this paragraph), and the Administrative Agent shall promptly remit to the applicable Issuing Bank the amounts so received by it from the Class A Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Class A Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Class A Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Class A Revolving Lender or the Swingline Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of an ABR Revolving Loan or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement. For the avoidance of doubt, all distributions under this Section 2.05(~~h~~f) shall be made to each Lender with a Class A Revolving Commitment pro rata based on each such Lender's Applicable Percentage of ~~the Total~~all Class A Revolving Commitments ~~without regard to the Class of the Revolving Commitments held by such Lender~~.

(g) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (a) of this Section is absolute, unconditional and irrevocable, and shall be

performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, the Issuing Banks or any of their Affiliates shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in translation, any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as determined by a court of competent jurisdiction in a final, nonappealable judgment) or the Issuing Bank's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit (as determined by a court of competent jurisdiction in a final, non-appealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit, and any such acceptance or refusal shall be deemed not to constitute gross negligence or willful misconduct.

(h) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the Borrower in writing of such demand for payment and whether such Issuing Bank has made a LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement in accordance with paragraph (f) of this Section.

(i) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is required to be reimbursed pursuant to Section 2.05(e), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (a) of this Section, then Section 2.13(~~d~~c) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Administrative Agent, for the account of the applicable Issuing Bank, except that interest

accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (a) of this

Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment and shall be payable on demand or, if no demand has been made, on the date on which the Borrower reimburse the applicable LC Disbursement in full.

(j) Cash Collateralization. If the maturity of the Loans has been accelerated, then on the Business Day on which the Borrower receives notice from the Administrative Agent or the Required Revolving Lenders demanding the deposit of Cash Collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders, an amount of cash in Dollars equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such Cash Collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Section 7.01. The Borrower also shall deposit Cash Collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. At any time that there shall exist a Defaulting Lender, if any Defaulting Lender Fronting Exposure remains outstanding (after giving effect to Section 2.22(a)(iv)), then promptly upon the request of the Administrative Agent or any Issuing Bank, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover such Defaulting Lender Fronting Exposure (after giving effect to any Cash Collateral provided by the Defaulting Lender). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent in Cash Equivalents and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Class A Revolving Lenders with LC Exposure representing more than 50.0% of the aggregate LC Exposure of all the Class A Revolving Lenders), be applied to satisfy other obligations of the Borrower under this Agreement in accordance with the terms of the Loan Documents. If the Borrower is required to provide an amount of Cash Collateral hereunder, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after the Events of Default giving rise to the acceleration of the maturity of the Loans has been cured or waived or after no Defaulting Lender Fronting Exposure remains outstanding, as applicable. If the Borrower is required to provide an amount of Cash Collateral hereunder pursuant to Section 2.11(b), such amount (to the extent not applied as aforesaid) shall be returned to the Borrower as and to the extent that, after giving effect to such return, the Borrower would remain in compliance with Section 2.11(b) and no Event of Default shall have occurred and be continuing.

(k) Designation of Additional Issuing Banks. The Borrower may, at any time and from time to time, designate as additional Issuing Banks one or more Class A Revolving Lenders that agree to serve in such capacity as provided below. The acceptance by a Class A Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, executed by the Borrower, the Administrative Agent and such designated Class A Revolving Lender and, from and after the effective date of such agreement, (i) such Class A Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein to the term "Issuing Bank" shall be deemed to include such Class A Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

(l) Termination of an Issuing Bank. The Borrower may terminate the appointment of any Issuing Bank as a "Issuing Bank" hereunder by providing a written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank's acknowledging receipt of such notice and (ii) the fifth Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (or its Affiliates) shall have been reduced to zero. At the time any such termination shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the terminated Issuing Bank pursuant to Section 2.12(b). Notwithstanding the effectiveness of any such termination, the terminated Issuing Bank shall remain a party hereto and shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such termination, but shall not issue any additional Letters of Credit.

(m) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for each successive month) in respect of Letters of Credit issued by such Issuing Bank, including all issuances and amendments, all expirations and cancellations and all disbursements and reimbursements, (ii) within five Business Days following the time that such Issuing Bank issues or amends any Letter of Credit, the date of such issuance or amendment and the currency and available balance of the Letters of Credit issued or amended by it and outstanding after giving effect to such issuance or amendment (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date, currency and amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fail to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and amount of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(n) Applicability of ISP and UCP. Unless otherwise expressly agreed by the Issuing Bank and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each commercial Letter of Credit.

(o) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

~~(p) *Amendment No. 11 Provisions*. On the Amendment No. 11 Effective Date, the participations in any outstanding Letters of Credit shall be reallocated so that, after giving effect thereto, the Class A Revolving Lenders and the Class B Revolving Lenders shall share ratably in the LC Exposure in accordance with their respective Applicable Percentage of the Total Revolving Commitments. Thereafter, until the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, the participations in any new Letters of Credit shall be allocated ratably in accordance with the Revolving Lenders' respective Applicable Percentage of the Total Revolving Commitments. On the earlier of (x) the termination of all Class B Revolving Commitments and (y) the Revolving Maturity Date with respect to the Class B Revolving Commitments, (i)(A) if consented to by the Issuing Bank that is a Class B Revolving Lender and that issued any Letter of Credit, such Letters of Credit for which consent has been obtained shall~~

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~~automatically be deemed to have been issued (including for purposes of the obligations of the~~

~~Revolving Lenders to purchase participations therein and to make Revolving Loans and payments in respect thereof pursuant to clauses (e) and (f) of this Section 2.05) under (and ratably participated in by Revolving Lenders pursuant to) the Class A Revolving Commitments up to an aggregate amount not to exceed the aggregate amount of the unutilized Class A Revolving Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (A), the Borrower shall cash collateralize any such Letter of Credit in accordance with clause (j) above and (ii) the participations of the Class B Revolving Lenders in the outstanding Letters of Credit issuing by Issuing Banks that are Class A Revolving Lenders shall be reallocated to the Class A Revolving Lenders ratably in accordance with their Applicable Percentage of the Class A Revolving Commitments but, in any case, only to the extent the sum of the participations of the Class A Revolving Lenders and the Class B Revolving Lenders in such outstanding Letters of Credit does not exceed the lesser of the aggregate LC Commitments and the total unutilized Class A Revolving Commitments at such time; provided that, if the reallocation described in clause (p)(ii) cannot, or can only partially, be effected as a result of the limitations set forth herein, the Borrower shall cash collateralize the portion of any such Letter of Credit that has not been so reallocated in accordance with clause (j) of this Section 2.05.~~

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); provided that Swingline Loans shall be made as provided in Section 2.04. 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; provided that ABR Revolving Loans made to finance the reimbursement of a LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to Section 2.05(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear~~; *provided*, *further*, that, for the avoidance of doubt, on and after the Amendment No. 5 Effective Date, all Borrowings of Revolving Loans hereunder shall be made by each Revolving Lender in accordance with such Revolving Lender's Applicable Percentage of the Total Revolving Commitment, and Borrowings of Revolving Loans shall be allocated pro rata between the Class A Revolving Facility and the Class B Revolving Facility in proportion to the respective Revolving Commitments under each such Revolving Credit Facility.~~.

(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 Revolving Loans, to fund participations in Letters of Credit and Swingline 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 Revolving Loan Borrowing and 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 and, in the case of a SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section. 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. This Section shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by delivery (by hand delivery~~, facsimile or other~~ 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) ~~(for the avoidance~~

~~of doubt, in the case of any Borrowing of Revolving Loans, such election shall be made~~

~~pro rata between the Class A Revolving Loans and Class B Revolving Loans)~~;

(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; and

(iv) if the resulting Borrowing is to be a SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(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.

SECTION 2.08~~.~~ Termination and Reduction of Commitments~~.~~.

(a) Unless previously terminated, (i) the Initial Term Loan Commitments shall terminate upon the making of the Initial Term Loans on the Effective Date, (ii) the ~~2020 Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2020 Incremental Term Loans and (y) 5:00 p.m. New York City time on March 25, 2020, (iii) the 2021 Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2021 Incremental Term Loans and (y) 5:00 p.m. New York City time on June 11, 2021, (iv) the 2021-2 Incremental Term Commitments shall terminate upon the earlier to occur of (x) the making of the 2021-2 Incremental Term Loans and (y) 5:00 p.m. New York City time on November 10, 2021, and (v) the~~Class A Revolving Commitments shall terminate on the ~~Revolving Maturity~~Class A Revolving Facility Termination Date and (iii) the Class A-1 Revolving Commitments shall terminate on the Class A-1 Revolving Facility Termination Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments of any Class ~~at the Borrower's sole discretion (for the avoidance of doubt, such reduction or termination need not be reduced or terminated on a *pro rata* basis among Classes of Commitments)~~; provided that (i) each reduction of the Commitments of any Class shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (ii) the Borrower shall not

terminate or reduce the Revolving Commitments ~~of any Class~~ if, after giving effect to any concurrent prepayment of the Revolving Loans ~~of such Class~~ or Swingline Loans in accordance with Section 2.11, the aggregate Revolving Exposures ~~of such Class~~ would exceed the aggregate Revolving Commitments ~~of such Class~~.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section by 2:00 p.m. New York City time at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof.

(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; provided (~~i~~1) the Borrower may allocate any termination or reduction of Commitments among Classes of Commitments at its direction (including, for the avoidance of doubt, to the Commitments with respect to any Class of Extended Revolving Commitments without any termination or reduction of the Commitments with respect to any Existing Revolving Commitments of the same Specified Existing Revolving Commitment Class) and (~~ii~~2) in connection with the establishment on any date of any Extended Revolving Commitments pursuant to Section 2.24, the Existing Revolving Commitments of any one or more Lenders providing any such Extended Revolving Commitments on such date shall be reduced in an amount equal to the amount of Specified Existing Revolving Commitments so extended on such date (or, if agreed by the Borrower and the Lenders providing such Extended Revolving Commitments, by any greater amount so long as (~~A~~a) a proportionate reduction of the Specified Existing Revolving Commitments has been offered to each Lender to whom the applicable Revolving Credit Extension Request has been made (which may be conditioned upon such Lender becoming an Extending Lender), and (~~B~~b) the Borrower prepays the Existing Revolving Loans of such Class owed to such Lenders providing such Extended Revolving Commitments to the extent necessary to ensure that, after giving pro forma effect to such repayment or reduction, the Existing Revolving Loans of such Class are held by the Lenders of such Class on a pro rata basis in accordance with their Existing Revolving Commitments of such Class after giving pro forma effect to such reduction) (provided that (x) after giving pro forma effect to any such reduction and to the repayment of any Loans made on such date, the aggregate amount of the revolving credit exposure of any such Lender does not exceed the Existing Revolving Commitment thereof (such revolving credit exposure and Revolving ~~Credit~~ Commitment being determined in each case, for the avoidance of doubt, exclusive of such Lender's Extended Revolving Commitment and any exposure in respect thereof) and (y) for the avoidance of doubt, any such repayment of Loans contemplated by the preceding clause shall be made in compliance with the requirements of Section 2.18 with respect to the ratable allocation of payments hereunder, with such allocation being determined after giving pro forma effect to any conversion or exchange pursuant to Section 2.24 of Existing Revolving Commitments and Existing Revolving Loans into Extended Revolving Commitments and Extended Revolving Loans respectively, and prior to any reduction being made to the Commitment of any other Lender).

(e) With respect to each mandatory reduction and termination of Revolving Commitments or Replacement Revolving ~~Credit~~ Commitments (and any previously extended Extended Revolving Commitments) required in connection with the incurrence of any Incremental Refinancing Facility or the incurrence of any Credit Agreement Refinancing Indebtedness incurred to Refinance any Revolving Commitments, Replacement Revolving Commitments and/or Other Revolving Commitments, the Borrower may designate (~~i~~A) the Classes of Commitments to be reduced and terminated and (~~ii~~B) the corresponding Classes of Loans to be prepaid; provided that (x) any such reduction and termination shall

apply proportionately and permanently to reduce the Commitments of each of the Lenders within any

such Class and (y) after giving pro forma effect to such termination or reduction and to any prepayments of Loans or cancellation or cash collateralization of Letters of Credit made on the date of each such reduction and termination in accordance with this Agreement, the aggregate amount of such Lenders' credit exposures shall not exceed the remaining Commitments of such Lenders' in respect of the Class reduced and terminated. In connection with any such termination or reduction, to the extent necessary, the participations hereunder in outstanding Letters of Credit and Swingline Loans may be required to be reallocated and related loans outstanding prepaid and then reborrowed.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of such Lender on the Revolving Maturity Date, (ii) to the Administrative Agent for the account of each Term Lender the then unpaid principal amount of each Term Loan of such Term Lender as provided in Section 2.10 and (iii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made by the Swingline Lender on the earlier to occur of (A) the date that is 10 Business Days after such Loan is made and (B) the Revolving Maturity Date; provided that on each date that a Revolving Loan Borrowing in Dollars is made, the Borrower shall repay all Swingline Loans that were outstanding on the date such Borrowing was requested.

(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.

~~(f) For the avoidance of doubt, (x) with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans made in accordance with Amendment No. 1 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement~~

and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2020 Incremental Term Loans; *provided*, that, the 2020 Incremental Term Loans shall constitute a separate Class of Loans from the "Initial Term Loans" for all purposes of this Agreement and (y) with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Commitments in respect of Incremental Term Loans shall be applicable to the 2020 Incremental Term Loan Commitments. Further, with effect from the Amendment No. 1 Effective Date, the 2020 Incremental Term Loans (i) shall mature and shall become due and payable on the Term Maturity Date applicable to Initial Term Loans and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).

(g) For the avoidance of doubt, (x) with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans made in accordance with Amendment No. 5 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2021 Incremental Term Loans; *provided*, that, with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Commitments in respect of Incremental Term Loans shall be applicable to the 2021 Incremental Term Loan Commitments. Further, with effect from Amendment No. 5 Effective Date, the 2021 Incremental Term Loans (i) shall mature and shall become due and payable on the Term Maturity Date applicable to Initial Term Loans and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).

(h) For the avoidance of doubt, (x) with effect from the 2021-2 Incremental Term Loan Closing Date, the 2021-2 Incremental Term Loans made in accordance with Amendment No. 6 shall constitute for all purposes of this Agreement, a "Term Loan" made pursuant to this Agreement and all provisions of this Agreement applicable to Term Loans shall be applicable to the 2021-2 Incremental Term Loans; *provided*, that, with effect from the Amendment No. 6 Effective Date, the 2021-2 Incremental Term Loans Commitment shall constitute an "Incremental Commitment" for all purposes of this Agreement, and all provisions of this Agreement applicable to Incremental Term Commitments shall be applicable to the 2021-2 Incremental Term Loan Commitments. Further, with effect from the 2021-2 Incremental Term Loan Closing Date, the 2021-2 Incremental Term Loans (i) shall mature and shall become due and payable on the 2021-2 Incremental Term Loan Maturity Date and (ii) shall be repaid in quarterly installments in accordance with Section 2.10(a).

SECTION 2.10. Amortization of Term Loans.

(a) The Borrower shall repay Initial Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on DecemberMarch 31, 20192025) in the principal amount of Initial Term Loans equal to one quarterhalf of one percent (0.250.50%) of the original principal amount of such Initial Term Loans made on the Effective Date, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2020 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on June 30, 2020) in the principal amount of 2020 Incremental Term Loans equal

to one quarter of one percent (0.25%) of the original principal amount of such 2020 Incremental

~~Term Loans made pursuant to Amendment No. 1, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2021 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on September 30, 2021) in the principal amount of 2021 Incremental Term Loans equal to one quarter of one percent (0.25%) of the original principal amount of such 2021 Incremental Term Loans made pursuant to Amendment No. 5, as adjusted from time to time pursuant to Section 2.11(f). The Borrower shall repay 2021-2 Incremental Term Loan Borrowings on the last Business Day of each March, June, September and December (commencing on March 31, 2022) in the principal amount of 2021-2 Incremental Term Loans equal to one quarter of one percent (0.25%) of the original principal amount of such 2021-2 Incremental Term Loans made pursuant to Amendment No. 6, as adjusted from time to time pursuant to Section 2.11(f).~~ To the extent not previously paid, all Initial ~~Term Loans, all 2020 Incremental Term Loans and all 2021 Incremental~~ Term Loans shall be due and payable by the Borrower on the Initial Term ~~Loan~~ Maturity Date.

(b) All repayment obligations under this Section 2.10 shall be reduced by the amount of any prepayments made in accordance with Section 2.11 in the manner specified therein.

SECTION 2.11~~.~~ Prepayment of Loans~~.~~.

(a) The Borrower shall have the right at any time and from time to time after the first anniversary of the Effective Date to prepay any Borrowing in whole or in part, without premium or penalty (except as provided in this Section 2.11(a)). Prepayments made pursuant to this Section 2.11(a) shall be applied in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).

~~(a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty; *provided* that (x) in~~ In the event of (i) any voluntary prepayment of Initial Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such Initial Term Loans, (v) any of the mandatory prepayments described in Section 2.11(~~h~~c) from the proceeds of a Specified Debt Incurrence Prepayment Event ~~or~~, (vi) any prepayment in connection with a Change in Control, (vii) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the Initial Term Loans (including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith), (viii) except as set forth in Sections 2.10 and 2.11(d), any other payment or prepayment of Initial Term Loans, (ix) the Initial Term Loans are accelerated (whether as a result of an Event of Default, by operation of law or otherwise), including as a result of any Event of Default under clause (h) or (i) of Section 7.01, or (x) there shall occur any satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loan Document Obligations in any bankruptcy, insolvency proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any bankruptcy or insolvency proceeding to the Administrative Agent or any Lender in full or partial satisfaction of the Loan Document Obligations (each of the events described in clauses (i) through (x) above, a "Premium Event"), the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such Initial Term Loans, (~~A~~I) during the period from the Effective Date to and including the day immediately preceding the first anniversary of the ~~2020 Incremental Closing Date, a prepayment premium of 5.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of Initial Term~~

~~Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof~~Effective Date, the Make-Whole Premium, (~~B~~II) during the period ~~commencing on~~from the first anniversary of ~~the 2020 Incremental Closing~~Effective Date to and including the day immediately preceding the second anniversary of the ~~2020 Incremental Closing Date, a prepayment premium of 2.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of the Initial Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (C) during the period commencing on the second anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the third anniversary of the 2020 Incremental Closing Date, a prepayment premium of 1.00% of the principal amount of the Initial Term Loans being prepaid or the principal amount of the Initial Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof and (D) thereafter, no prepayment premium shall be due; (y) in the event of (i) any voluntary prepayment of 2020 Incremental Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such 2020 Incremental Term Loans, (v) any of the mandatory prepayments described in Section 2.11(h) from the proceeds of a Specified Debt Incurrence Prepayment Event or (vi) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the 2020 Incremental Term Loans including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith, the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such 2020 Incremental Term Loans, (I) during the period from the 2020 Incremental Closing Date to and including the day immediately preceding the second anniversary of the 2020 Incremental Closing Date, a prepayment premium equal to the Applicable Premium multiplied by the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (II) during the period commencing on the second anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the third anniversary of the 2020 Incremental Closing Date, a prepayment premium of 2.00% of the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of the 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (III) during the period commencing on the third anniversary of the 2020 Incremental Closing Date to and including the day immediately preceding the fourth anniversary of the 2020 Incremental Closing Date, a prepayment premium of 1.00% of the principal amount of the 2020 Incremental Term Loans being prepaid or the principal amount of the 2020 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof and (IV) thereafter, no prepayment premium shall be due; and (z) in the event of (i) any voluntary prepayment of 2021-2 Incremental Term Loans, (ii) any replacement of a Non-Accepting Lender pursuant to Section 2.24, (iii) any repayment of the obligations owing to, or replacement of, a Non-Consenting Lender pursuant to Section 9.02(c), (iv) any prepayment in connection with any Repricing Transaction, the primary purpose of which is to decrease the Effective Yield on such 2021-2 Incremental Term Loans, (v) any of the mandatory~~

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~~prepayments described in Section 2.11(h) from the proceeds of a Specified Debt Incurrence~~

~~Prepayment Event or (vi) any amendment of this Agreement resulting in a Repricing Transaction the primary purpose of which is to decrease the Effective Yield on the 2021-2 Incremental Term Loans including any replacement of a Non-Accepting Lender pursuant to Section 2.24 in connection therewith, the Borrower shall pay to the Administrative Agent, for the account of each of the Lenders holding such 2021-2 Incremental Term Loans, (I) during the period from the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the seven (7) month anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 4.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (II) during the period commencing on the date that is the seven (7) month anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the one (1) year anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 5.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of the 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (III) during the period commencing on the day that is the one (1) year anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the eighteen (18) month anniversary of the 2021-2 Incremental Term Loan Closing Date, a prepayment premium of 4.00% of the principal amount of the 2021-2 Incremental Term Loans being prepaid or the principal amount of the 2021-2 Incremental Term Loans subject to the amendment effectuating such Repricing Transaction and outstanding immediately prior to the effectiveness thereof, (IV) during the period commencing on the day that is the eighteen (18) month anniversary of the 2021-2 Incremental Term Loan Closing Date to and including the day immediately preceding the two (2) year anniversary of the 2021-2 Incremental Term Loan Closing~~Effective Date, a prepayment premium of 3.00% of the principal amount of the ~~2021-2 Incremental~~Initial Term Loans ~~being prepaid or~~subject to such Premium Event or, with respect to clause (vii) above, the principal amount of ~~the 2021-2 Incremental~~Initial Term Loans ~~subject to~~outstanding immediately prior to the effectiveness of the amendment effectuating such Repricing Transaction and (III) during the period commencing on the second anniversary of the Effective Date to and including the day immediately preceding the third anniversary of the Effective Date, a prepayment premium of 0.50% of the principal amount of the Initial Term Loans subject to such Premium Event or, with respect to clause (vii) above, the principal amount of Initial Term Loans outstanding immediately prior to the effectiveness ~~thereof and (V)~~of the amendment effectuating such Repricing Transaction. ~~t~~Thereafter, no prepayment premium shall be due. The Loan Parties expressly agree that: (A) any Make-Whole Premium and ~~P~~prepayments ~~made~~premium required pursuant to this Section 2.11(a) ~~shall be applied in accordance with the applicable provisions of Section 2.11(e) and Section 2.11(f).~~(the "Applicable Premium") is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Applicable Premium is not intended to act as a penalty or to punish the Loan Parties for any repayment or redemption of the Loans; (E) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (F) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Initial Term Loan Commitments and make the Initial Term Loans; and (G) the Applicable 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 Premium Event.

(b) In the event and on each occasion that the aggregate Revolving Exposures (or the Revolving Exposures of any Class of Revolving Commitments) exceeds the aggregate Revolving Commitments (or the Revolving Commitments of such Class), the Borrower shall prepay Revolving Loans (or the Revolving Loans of such Class, as applicable) or Swingline Loans (or, if no such Loans are outstanding, deposit Cash Collateral in an account with the Administrative Agent pursuant to Section 2.05(j)) in an aggregate amount necessary to eliminate such excess.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, the Borrower or any Restricted 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 (other than any Disposition/Casualty Prepayment Event arising in respect of a Securitization Transaction), ~~if~~so long as no Event of Default shall have occurred and be continuing, the Borrower or the Restricted Subsidiaries may elect to invest ~~the~~(or commit to invest) Net Proceeds from such event (or a portion thereof), in an aggregate amount not to exceed $5,000,000 in any fiscal year, within ~~6~~3 months after receipt of such Net Proceeds in Collateral of the Borrower and the Restricted Subsidiaries (including any Investments permitted under Section 6.04 (other than 6.04(a))~~, then~~ 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 ~~6~~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 (other than any Disposition/Casualty Prepayment Event arising in respect of a Securitization Transaction), the Borrower may use a portion of such Net Proceeds to prepay or repurchase any other Indebtedness 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. 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) Following the end of each fiscal year of the Borrower ~~(other than the fiscal years ending December 31, 2023 and December 31, 2024 for which, for the avoidance of doubt, no prepayment shall be required to be made)~~, commencing with the fiscal year ending December 31, ~~2020~~2025 (each such applicable fiscal year, an "Excess Cash Flow Period"), the Borrower shall offer to prepay Term Loans in an aggregate amount equal to the ECF Percentage ~~(after giving effect to any adjustment pursuant to the Permitted ECF Recalculation Considerations (as defined below))~~ of Excess Cash Flow for such Excess Cash Flow Period~~; *provided* that (i) such amount shall be reduced,~~

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~~at the option of the Borrower, by the aggregate amount (other than any amount applied to reduce~~

~~the prepayment required under this paragraph in respect of any prior year) of (A) prepayments of Term Loans (and, to the extent the Revolving Commitments are permanently reduced in a corresponding amount pursuant to Section 2.08, Revolving Loans) made pursuant to Section 2.11(a) during such fiscal year or after such fiscal year and prior to the time such prepayment is due as provided below, (B) voluntary prepayments of Indebtedness under Incremental Facilities, Incremental Equivalent Debt and/or Credit Agreement Refinancing Indebtedness, in each case, that are secured by Liens on the Collateral that rank on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations during such fiscal year or after such fiscal year and prior to the time such prepayment is due, (in each case of clause (d)(A) and (B), excluding all such prepayments funded with the proceeds of other long-term Indebtedness (other than revolving Indebtedness) and excluding the April TL Prepayment and the October TL Prepayment), (any payments described in the foregoing clause (d)(i) through (ii) of this proviso made after the end of the applicable Excess Cash Flow Period but prior to the making of the applicable prepayment in respect of such Excess Cash Flow Period, an "**After Year End Payment**"); and (ii) following the making of any After Year End Payment, (A) the Total Net Cash Leverage Ratio shall be recalculated giving pro forma effect to such After Year End Payment as if such payment were made during the applicable Excess Cash Flow Period and the ECF Percentage for purposes of making such Excess Cash Flow prepayment shall be determined by reference to such recalculated Total Net Cash Leverage Ratio and (B) such After Year End Payment shall not reduce the required amount of any subsequent Excess Cash Flow payment in another Excess Cash Flow Period (the foregoing clauses (A) and (B)), the "**Permitted ECF Recalculation Considerations**"). Notwithstanding anything to the contrary in the foregoing, the Borrower may use a portion of such amount of Excess Cash Flow (as so reduced) in respect of any such fiscal year that would otherwise be required to be applied to prepay Term Loans to prepay or repurchase any other Indebtedness that is secured by Liens on the Collateral that rank 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 other Indebtedness are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with Excess Cash Flow, in each case in an amount not to exceed the product of (1) the amount of Excess Cash Flow (as so reduced) in respect of such fiscal year otherwise required to be applied to prepay Term Loans (without giving effect to this sentence) and (2) 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~~. Each prepayment pursuant to this paragraph shall be offered to be made by giving written notice to the Administrative Agent in accordance with Section 2.11(e)(ii) on or before the date that is five Business Days after the date on which financial statements are required to be delivered pursuant to Section 5.01(a) with respect to the Excess Cash Flow Period for which Excess Cash Flow is being calculated. ~~Any Excess Cash Flow payment pursuant to this clause (d) shall only be required with respect to amounts in excess of $2,500,000 for any Excess Cash Flow Period (and only such excess amount shall be applied to the payment thereof).~~ Prepayments made~~, or required to be offered to be made,~~ pursuant to this Section 2.11(d) shall be offered and, if applicable, 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 and shall specify such selection in the applicable Notice of Prepayment.

(i) (A) 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) (other than with respect to a Specified Debt Incurrence Prepayment Event, which is subject to clause (~~i)~~(B) below) and Section 2.11(d) shall be allocated to the Classes of Term Loans outstanding, pro rata based on the aggregate principal amount of outstanding Borrowings due in respect of each such Class of Term Loans (subject to any Class of Term Loans (including any Class of Extended Term Loans) having agreed to receive a less than pro rata share of any such mandatory prepayment and taking into account any reduction in the amount of any required Excess Cash Flow payment to any Class of Term Loans), shall be applied pro rata to Lenders within each Class, based upon the outstanding principal amounts owing to each such Lender under each such Class of Term Loans and shall be applied to reduce such scheduled repayment amounts within each such Class in accordance with Section 2.11(f)(i) and 2.11(f)(ii), as applicable, and (B) each prepayment of Term Loans elected by the Borrower to be made pursuant to Section 2.11(a) or required to be made by Section 2.11(c) in connection with a Specified Debt Incurrence Prepayment Event shall be allocated to ~~the Classes of Term Loans outstanding, pro rata based on the aggregate principal amount of outstanding Borrowings due in respect of each such Class of Term Loans (subject to~~ any Class of Term Loans ~~(including any Class of Extended Term Loans) having agreed to receive a less than pro rata share of any such mandatory prepayment and taking into account any reduction in the amount of any required Excess Cash Flow payment to any Class of Term Loans~~outstanding as directed by the Borrower (subject to the requirement that the Net Proceeds of any Specified Debt Incurrence Prepayment Event shall, if applicable, be applied to prepay or repay the applicable Refinanced Indebtedness), shall be applied pro rata to Lenders within each such Class, based upon the outstanding principal amounts owing to each such Lender under each such Class of Term Loans and shall be applied to reduce such scheduled repayment amounts within each such Class in accordance with Section 2.11(f)(i) (for the avoidance of doubt, ~~solely as between any Existing Term Loan Class and the related Class of Extended Term Loans (and without affecting the pro rata application among all Classes of outstanding Term Loans other than such Existing Term Loan Class and such related Class of Extended Term Loans)~~ the Borrower may (~~1~~i) prepay Term Loans of an Existing Term Loan Class pursuant to Section 2.11(a) or any Specified Debt Incurrence Prepayment Event without any requirement to prepay Extended Term Loans that were converted or exchanged from such Existing Term Loan Class and (~~2~~ii) prepay Extended Term Loans pursuant to Section 2.11(a) or pursuant to any Specified Debt Incurrence Prepayment Event without any requirement to prepay Term Loans of an Existing Term Loan Class that were converted or exchanged for such Extended Term Loans and in the event that the Borrower does not specify the Classes of Term Loans to be prepaid, the Borrower shall be deemed to have elected that such proceeds be applied to reduce the repayment amounts among ~~such~~ Term Loan Classes on a pro rata basis).

(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), 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 Restricted Subsidiaries (such amounts, "Retained Declined Proceeds") and (C) the Borrower will make all such prepayments not so refused upon the ~~tenth~~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. For the avoidance of doubt, this Section 2.11(e)(ii) does not apply to any prepayment pursuant to Section 2.11(c) in respect of a Specified Debt Incurrence Prepayment Event, which prepayment shall be mandatory and may not be declined, waived or refused.

(f) Application to Term Loans.

(i) 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 a Specified Debt Incurrence Prepayment Event or Section 2.11(d), such prepayments shall be applied on a pro rata basis to the Lenders within any Class entitled to receive such prepayment to reduce scheduled repayment amounts (A) in such order as the Borrower may specify with respect to any prepayment under Section 2.11(a) (or, if not specified, in direct order of maturity) and the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made~~; *provided* that the Borrower pays any amounts, if any,~~ and (B) in inverse order of maturity with respect to any prepayment required to be ~~paid pursuant to~~ made under Section ~~2.16~~2.11(d) or with respect to a Specified Debt Incurrence ~~p~~Prepayment~~s of SOFR Loans made on any date other than the last day of the applicable Interest Period~~Event. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent, shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.16.

(ii) After giving effect to the provisions of Section 2.11(e)(ii), with respect to each prepayment of Term Loans by the Borrower required to be made pursuant to Section 2.11(c) (other than in respect of a Specified Debt Incurrence Prepayment Event) ~~or Section 2.11(d)~~, such prepayments shall be applied on a pro rata basis to the Lenders within any Class entitled to receive such prepayment to reduce scheduled repayment amounts in direct order of maturity and irrespective of whether such outstanding Term Loans are ABR Loans or SOFR Loans; provided that, if no Lender exercises the right to refuse an offered mandatory prepayment of the Term Loans pursuant to Section 2.11(e)(ii), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Term Loans that are ABR Loans to the full extent thereof before application to Term Loans that are SOFR Loans in a manner that minimizes breakage costs owing under Section 2.16.

(g) Application to Revolving Loans. With respect to each prepayment of Revolving Loans, Other Revolving Loans and Replacement Revolving Loans elected by the Borrower pursuant to Section 2.11(a) or required by Section 2.11(b), the Borrower may designate (i) the Class and Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which such Loans were made and (ii) the

Class of Revolving Loans, Other Revolving Loans or Replacement Revolving Loans to be prepaid; provided that ~~any prepayment of Revolving Loans while any Class A Revolving Commitments are outstanding shall be made pro rata between the Class A Revolving Loans and the Class B Revolving Loans in proportion to the respective Revolving Commitments under the Class A Revolving Facility and the Class B Revolving Facility (except that any prepayment made in connection with a reduction of the Class A Revolving Commitments pursuant to Section 2.08 may be applied solely to the Class A Revolving Loans and allocated to the Class A Revolving Loans based on the amount of the reduction in the Class A Revolving Commitments of each applicable Lender thereunder); *provided further* that~~ (x) SOFR Loans may be designated for prepayment pursuant to this Section 2.11 only on the last day of an Interest Period applicable thereto unless all SOFR Loans with Interest Periods ending on such date of required prepayment and all ABR Loans have been paid in full; (y) each prepayment of any Loans made pursuant to a Borrowing shall be applied pro rata among such Loans of such Class (except that any prepayment made in connection with a reduction of the Commitments of such Class pursuant to Section 2.08 shall be applied pro rata based on the amount of the reduction in the Commitments of such Class of each applicable Lender); and (z) notwithstanding the provisions of the preceding clause (y), at the option of the Borrower, no prepayment made pursuant to Section 2.11(a) or Section 2.11(b) of Revolving Loans, Other Revolving Loans or Replacement Revolving Loans of any Class shall be applied to the Loans of any Defaulting Lender. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent, shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.16.

(h) The Borrower shall notify the Administrative Agent (and in the case of prepayment of a Swingline Loan, the Swingline Lender) 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 (other than a notice relating solely to Swingline Loans), 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 or Revolving Loan of a Defaulting Lender and shall be allocated ratably among the relevant non-Defaulting Lenders.

~~(i) Notwithstanding any other provisions of Section 2.11(c) or Section 2.11(d), (i) to the extent that any of or all the Net Proceeds of any Prepayment Event set forth in clause (a) of the definition thereof by a Foreign Subsidiary or an FSHCO giving rise to a prepayment pursuant to Section 2.11(c) (a "**Foreign Subsidiary/FSHCO Prepayment Event**") or Excess Cash Flow of a Foreign Subsidiary or FSHCO giving rise to a payment pursuant to Section 2.11(d) are prohibited by or would violate or conflict with any Requirement of Law from being repatriated or distributed to the Borrower or would conflict with the fiduciary duties of such Foreign Subsidiary or FSHCO's directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer, director, employee, manager,~~

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~~member or management or consultant of such Foreign Subsidiary or FSHCO, the portion of such~~

Net Proceeds or Excess Cash Flow so affected will not be required to be offered to prepay Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary or FSHCO so long, but only so long, as the applicable Requirement of Law will not permit repatriation or distribution to the Borrower (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary or FSHCO to use commercially reasonable efforts to promptly take all actions required by the applicable Requirement of Law to permit such repatriation or distribution), and once such repatriation or distribution of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable Requirement of Law, such repatriation or distribution will be promptly effected and such repatriated or distributed Net Proceeds or Excess Cash Flow will be promptly (and in any event not later than three Business Days after such repatriation or distribution) offered to the prepayment of (net of additional taxes payable or reserved against as a result thereof) the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable, (ii) to the extent that and for so long as the Borrower has determined reasonably and in good faith that repatriation or distribution of any of or all the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow would have a material adverse tax consequence for the Borrower, any of its Subsidiaries, any Parent Entity or direct or indirect equityholder of the Borrower or such Parent Entity (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation or distribution), including any withholding tax, with respect to such Net Proceeds or Excess Cash Flow if such amount were repatriated or distributed as a dividend, the Net Proceeds or Excess Cash Flow so affected will not be required to be offered to the prepayment of Term Loans (or other Loans required to be prepaid) at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by the applicable Foreign Subsidiary or FSHCO; *provided* that when the Borrower determines reasonably and in good faith that repatriation or distribution of any of or all the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow would no longer have a material adverse tax consequence (taking into account any foreign tax credit or benefit actually realized in connection with such repatriation or distribution) with respect to such Net Proceeds or Excess Cash Flow if such amount were repatriated or distributed as a dividend, such Net Proceeds or Excess Cash Flow shall be promptly (and in any event not later than three Business Days after such repatriation or distribution) applied (net of additional taxes payable or reserved against as a result thereof) or offered to the prepayment of the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable and (iii) in connection with any prepayment attributable to any Joint Venture, to the extent that repatriation or distribution of any or all of the Net Proceeds of any Foreign Subsidiary/FSHCO Prepayment Event or Excess Cash Flow of a Foreign Subsidiary or FHSCO giving rise to a prepayment pursuant to Section 2.11(c) or Section 2.11(d) would violate any Organizational Document of any such Joint Venture (or any relevant shareholders' or similar agreement) existing on the Effective Date or the date of Investment in such Joint Venture (so long as such restrictions in such Organizational Documents were not entered into for purposes of circumventing such Joint Venture's obligations to make any payment in respect of such Excess Cash Flow or a Foreign Subsidiary/FSHCO Prepayment Event), in each case if the amount subject to the relevant prepayment were upstreamed or transferred as a distribution or dividend the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be offered to the prepayment of the Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be

~~retained by the applicable Foreign Subsidiary or FSHCO so long, but only so long, as the applicable Organizational Documents will not permit repatriation or distribution to the Borrower, and once such repatriation or distribution of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable Organizational Documents, such repatriation or distribution will be promptly effected and such repatriated or distributed Net Proceeds or Excess Cash Flow will be promptly (and in any event not later than three Business Days after such repatriation or distribution) applied (net of additional taxes payable or reserved against as a result thereof) offered to the prepayment of the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable.~~

(i) [Reserved].

(j) From and after September 13, 2024 and until the Class A Revolving Facility Termination Date, if the aggregate amount of the Consolidated Cash Balance of the Borrower and its Subsidiaries, as of the close of business on the last Business Day of each fiscal quarter, exceeds $75,000,000 (or, following the consummation of a Securitization Transaction and the reduction in the then outstanding Class A Revolving Commitments pursuant to Section 2.11(k), $37,500,000) and any Class A Revolving Loans are then outstanding at such time, the Borrower shall promptly, and in any event within three (3) Business Days after such last Business Day of any such fiscal quarter, repay such outstanding Class A Revolving Loans in an aggregate amount equal to such excess (or such lesser amount sufficient to repay all such outstanding Class A Revolving Loans) (it being understood this Section 2.11(j) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).

(k) Following the Amendment No. 11 Effective Date and until the Class A Revolving Facility Termination Date, upon the consummation of a Securitization Transaction, the Borrower shall (i) deliver a notice to the Administrative Agent pursuant to Section 2.08(c) providing for a permanent reduction of 50% of the then outstanding Class A Revolving Commitments, which reduction shall be effective on the incurrence of such Securitization Transaction and (ii) if the aggregate Class A Revolving Exposure exceeds the aggregate Class A Revolving Commitments, prepay on or prior to the consummation of such Securitization Transaction, the Class A Revolving Loans and Swingline Loans in an aggregate amount necessary to eliminate such excess, which shall first be applied pro rata to the Class A Revolving Loans then-outstanding (it being understood this Section 2.11(k) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).

(l) In the event of any Change in Control, the Borrower shall prepay all outstanding Term Loans and Revolving Loans and all Revolving Commitments shall automatically terminate. Prepayments made pursuant to this Section 2.11(l) shall be applied in accordance with the applicable provisions of Section 2.11(f).

SECTION 2.12. Fees.

(a) The Borrower agrees to pay to the Administrative Agent in Dollars (i) for the account of each Class A Revolving Lender a commitment fee, which shall accrue at the rate of 0.50% per annum on the average daily unused amount of the Class A Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the ~~date on which the~~Class A Revolving Commitments ~~t~~Termination Date and (ii) for the account of each Class A-1 Revolving Lender a commitment fee, which shall accrue at the rate of 1.00% per annum on the average daily unused amount

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of the Class A-1 Revolving Commitment of such Lender during the period from and including the Class

A Revolving Commitment Termination Date to but excluding the Class A-1 Revolving Commitment Termination Date. Accrued commitment fees shall be payable in arrears on the last Business Day of March, June, September and December of each year and on the date on which the applicable Revolving Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees, a Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Lender (and the Swingline Exposure of such Lender shall be disregarded for such purpose).

(b) The Borrower agrees to pay (i) to the Administrative Agent in Dollars for the account of each Class A Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to SOFR Revolving Loans on the daily balance of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Class A Revolving Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, (ii) to each Issuing Bank in Dollars a fronting fee, which shall accrue at 0.125% per annum or such other rate as may be separately agreed to by the relevant Issuing Bank and the Borrower on the average daily balance of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of the Class A Revolving Commitments and the date on which there ceases to be any LC Exposure, and (iii) such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

(c) Participation fees and fronting fees accrued through and including the last Business Day of March, June, September and December of each year shall be payable on the last Business Day of each such month, commencing on the first such date to occur after the Effective Date, provided that all such fees shall be payable on the date on which the Class A Revolving Commitments terminate and any such fees accruing after the date on which the Class A Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable in accordance with such Issuing Bank's applicable procedures relating thereto. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(d) 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.

(e) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Revolving Lenders entitled thereto. Except as may otherwise be separately agreed, fees paid hereunder shall not be refundable under any circumstances.

(f) 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, and any fees that would otherwise be payable to a Defaulting Lender under clause (~~b~~)(i) of Section 2.12(b) shall, to the extent the LC Exposure of such Defaulting Lender shall have been reallocated pursuant to

Section 2.22(a)(iv), be paid to the non-Defaulting Lenders in respect of the amounts of such LC Exposure for which they shall be liable from time to time.

~~(g) The Borrower agrees to pay to the Administrative Agent, on behalf of each Lender holding any Term Loans (other than the 2021 Incremental Term Loans or the 2021-2 Incremental Term Loans) and/or Revolving Commitments as of the Amendment No. 8 Effective Date that delivered an executed signature page to the Amendment No. 8, and released such signature page, on or prior to 5:00 p.m. (New York time) on August 19, 2022, a non-refundable consent fee in an amount equal to 0.25% multiplied by the sum of the aggregate principal amount of such Term Loans and/or Revolving Commitments, in either case as of the Amendment No. 8 Effective Date, which consent fee shall be earned in full on the Amendment No. 8 Effective Date and payable in full (i) with respect to such Term Loans, on the earlier of (x) the date of prepayment or repayment in full of such Term Loans, (y) the date of acceleration of such Term Loans pursuant to Section 7.01 and (z) the Initial Term Loan Maturity Date and (ii) with respect to the Revolving Commitments of any Class, on the earlier of (w) the date of prepayment or repayment in full of the Revolving Loans of such Class and termination of the Revolving Commitments of such Class, (x) the date of the voluntary termination of the Revolving Commitments of such Class pursuant to Section 2.08(b), (y) the date of acceleration of such Revolving Loans of such Class and termination of the Revolving Commitments of such Class pursuant to Section 7.01 and (z) the Revolving Maturity Date.~~

SECTION 2.13~~.~~ Interest~~.~~.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each SOFR Borrowing shall bear interest at ~~the~~ Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

~~(c) [Reserved].~~

(~~d~~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)~~, if any principal of or interest on any Loan or any premium, fee or other amount by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue amount~~ 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 ~~overdue principal 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 ~~overdue~~ interest), 2.00% per annum plus the rate applicable to Class A-1 Revolving 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(~~d~~c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; provided, further, that~~,~~ no amounts shall accrue pursuant to this Section 2.13(~~d~~c) on any reimbursement obligation in respect of any LC Disbursement or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender (it being understood that interest on such amounts shall accrue at the non-default rates otherwise applicable thereto).

(~~e~~d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date

for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments, provided that (i) interest accrued pursuant to paragraph (dc) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Class A Revolving Loan prior to the end of the Class A Revolving Availability Period or a prepayment of an ABR Class A-1 Revolving Loan prior to the end of the Class A-1 Revolving Availability Period), 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.

(fe) 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.

(gf) In connection with the use or administration of Term SOFR, the Administrative Agent, with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), 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, facsimileemail 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 ~~Borrower~~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 ~~(subject to any applicable consultation rights of the Borrower)~~ 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 (~~1~~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 (~~2~~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~~, in consultation with the Borrower,~~ 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 (~~1~~I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (~~2~~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~~, in consultation with the Borrower,~~ 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 any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank any other condition, cost or expense (other than with respect to Taxes) affecting this Agreement or SOFR Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or any Issuing Bank 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 or Issuing Bank of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or

otherwise), then, from time to time upon request of such Lender or Issuing Bank, the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank, as the case may be, 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) ~~Other~~ Taxes ~~or (C) Excluded~~described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy and liquidity), then, from time to time upon request of such Lender or Issuing Bank contemplated by clause (c) below, the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction actually suffered.

(c) Any Lender or an Issuing Bank 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 Issuing Bank 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 or Issuing Bank 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 or Issuing Bank, as the case may be, 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 or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank'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 Revolving Loan or 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, Section 2.24(h) 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 ~~or Other 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 ~~and any Other 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 ~~or Other 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 or Other~~ 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)(~~ii~~)(~~B~~)(1), (~~ii~~)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:

(~~A~~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.

(~~B~~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:

(~~1~~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,

(~~2~~B) two executed copies of IRS Form W-8ECI (or any successor forms),

(~~3~~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,

(~~4~~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

(~~5~~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.

(~~C~~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 (~~C~~3), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(~~D~~4) The Administrative Agent shall deliver to the Borrower, on or prior to the ~~Closing~~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 ~~or Other 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 ~~2.16(d)~~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 ~~or Other 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, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

(h) For purposes of this Section 2.17 and the indemnity set forth in Article ~~8~~VIII, the term "Lender" shall include any Issuing Bank and the Swingline Lender and "applicable Requirements of Law" shall include FATCA.

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 of LC Disbursement of 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 payments to be made directly to any Issuing Bank or the Swingline Lender shall be made as expressly provided herein and 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 LC Disbursement (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, unreimbursed LC Disbursements, 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 and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Except as otherwise set forth in this Agreement or any other Loan Document, 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 or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans or participations in LC Disbursements or Swingline 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 or participations in LC Disbursements or Swingline 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 or participations in LC Disbursements or Swingline 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 (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, Commitments or participations in LC Disbursements or Swingline Loans to any assignee or participant, including any payment made or deemed made in connection with an Incremental Refinancing Facility or Sections 2.22 or 9.02 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, including under Section 2.24. 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 2.04(c), Section 2.05(e) or Section 2.05(f), 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 its participation in any Letter of Credit affected by such event, 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 (and if a Revolving Commitment is being assigned and delegated, each Issuing Bank and the Swingline Lender), 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 and unreimbursed participations in LC Disbursements and Swingline 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. Incremental Loans and Commitments.

(a) The Borrower may at any time or from time to time (on one or more occasions) (in each case, other than any time during ~~the~~a Suspension Period), with notice to the Administrative Agent, pursuant to an Incremental Facility Amendment (i) add one or more additional Classes of term loans or additional term loans of the same Class of any existing Class of term loans or increases of any existing Class of term loans (the "Incremental Term Loans"), (ii) increase the amount of the Revolving Commitments of any Class (each such increase, an "Incremental Revolving Commitment Increase") or (iii) only as described in clause (ii) of the proviso to the succeeding sentence and constituting an Incremental Refinancing Facility, add one or more additional Classes of revolving credit commitments (the "Replacement Revolving Commitments" and, together with any Incremental Term Loans and Incremental Revolving Commitment Increases, the "Incremental Facilities" and the commitments in respect thereof, the "Incremental Commitments"); provided that, subject to Section 1.08, at the time of the incurrence of any such Incremental Facility, (~~A~~1) no Event of Default shall have occurred and be continuing or would result therefrom and (~~B~~2) (x) the representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects; 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 or (y) in the case of any Permitted Acquisition or similar Investment, the Specified Representations shall be true and correct in all material respects (unless such representations relate to an earlier date, in which case, such representations shall have been true and correct in all materials respect as of such earlier date); provided that, if any Specified Representation is qualified by or subject to a "material adverse effect~~,~~", "material adverse change" or similar term or qualification shall be true and correct in all respects. Notwithstanding anything to contrary herein, the aggregate principal amount of the Incremental Facilities that can be incurred at any time shall not exceed the Incremental Cap at such time; provided that (~~1~~i) Incremental Term Loans may be incurred without regard to the Incremental Cap, without regard to whether an Event of Default has occurred and is continuing and, without regard to the minimums set forth in the immediately succeeding sentence, to the extent that the Net Proceeds from such Incremental Term Loans on the date of incurrence of such Incremental Term Loans (or substantially concurrently therewith) are used to either (x) prepay Term Loans and related amounts in accordance with the procedures set forth in Section 2.11(~~d~~)(~~ii~~)(~~B~~)(~~2~~e) or Section 2.11(f) as applicable, or (y) permanently reduce the Revolving Commitments, Other Revolving Commitments or Replacement Revolving Commitments and (~~2~~ii) Replacement Revolving Commitments may be provided without regard to the Incremental ~~Limit~~Cap, without regard to whether a Default or an Event of Default has occurred and is continuing and without regard to the minimums set forth in the immediately succeeding sentence, to the extent that the existing Revolving Commitments, Other Revolving Commitments or other Replacement Revolving Commitments shall be permanently reduced by an amount equal to the aggregate amount of Replacement Revolving Commitments so provided (and any such Replacement Revolving Commitments shall be deemed to have been incurred pursuant to this proviso) (any Incremental Facility incurred for the purposes set forth in this proviso, an "Incremental Refinancing Facility"; the term loans under such Incremental Refinancing Facility, "Incremental Refinancing Term Loans"); provided, further, that no Incremental Refinancing Facility or Incremental Refinancing Term Loans may be incurred to refinance or replace the Class A Revolving Credit Commitments or Class A Revolving Loans. Each Incremental Facility (other than as set forth in the preceding proviso) shall be in a minimum principal amount of $10,000,000 and integral multiples of $1,000,000 in excess thereof (unless the Borrower and the Administrative Agent otherwise agree); provided that such amount may be less than $10,000,000 if such amount represents all the remaining availability under the aggregate principal amount of Incremental Facilities set forth above.

(b) (i) Any Incremental Facility shall rank equal in right of payment and security with the Initial Term Loans~~, the 2020 Incremental Term Loans, the 2021 Incremental Term Loans, the 2021-2 Incremental Term Loans~~ or Revolving Loans, as applicable, shall be secured only by all or a portion of the Collateral securing the Secured Obligations and shall not be incurred or guaranteed by any other Person which is not a Loan Party, (ii) ~~except with respect to any Incremental Facility constituting a customary bridge facility, so long as the Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (iii) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges and Incremental Facilities subject to Customary Escrow Provisions,~~ the Incremental Term Loans shall not mature earlier than the applicable Latest Maturity Date, (iii) ~~except with respect to any Incremental Facility constituting a customary bridge facility, so long as the Indebtedness into which any such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (b) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges and Incremental Facilities subject to Customary Escrow Provisions,~~ the Incremental Term Loans shall not have a shorter Weighted Average Life to Maturity than the Initial Term Loans, ~~the 2020 Incremental Term Loans, the 2021 Incremental Term Loans or the 2021-2 Incremental Term Loans, as applicable,~~ (iv) the Incremental Facilities shall have a maturity date (subject to clause (~~b)~~(ii)), an amortization schedule (subject to clause (~~b)~~(iii)), interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, AHYDO Catch-Up Payments, funding discounts, original issue discounts, currency types and denominations and prepayment terms and premiums as determined by the Borrower and the lenders of such applicable Incremental Facilities; provided that, in the case of any Incremental Term Loans that are not Incremental Refinancing Term Loans ~~incurred after the Amendment No. 1 Effective Date~~, in the event that the Effective Yield for such Incremental Term Loans is greater than the Effective Yield for the Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ by more than 0.50 % per annum, then the Applicable Rate for such Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ shall be increased to the extent necessary so that the Effective Yield for such Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ shall be equal to the Effective Yield with respect to such Incremental Term Loans minus 0.50% per annum (this proviso, the "MFN Adjustment"); (v) any mandatory prepayment (other than any scheduled amortization payment) of Incremental Term Loans shall be offered to be made on a pro rata basis with the Initial Term Loans, ~~2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ except that the Borrower and the lenders providing the relevant Incremental Term Loans shall be permitted, in their sole discretion, to elect to prepay or receive, as applicable, any such prepayment on a less than pro rata basis (but not on a greater than pro rata basis) and (vi) the Incremental Term Loans may otherwise have terms and conditions different from those of the Initial Term Loans~~,~~ ~~2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable~~ (including currency denomination; provided such currency is reasonably acceptable to the Administrative Agent); provided further that if such terms and conditions are not substantially consistent with the terms of the then-existing Initial Term Loans~~, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable,~~ except with respect to matters contemplated by clauses (i) – (v) above, such terms shall be (A) not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to ~~such~~the then-existing Term Loans when taken as a whole (it being understood that, to the extent that any covenant or other provision is added for the benefit of any such Indebtedness, no consent

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shall be required by the Administrative Agent or any of the Lenders if such covenant or other provision is

either (~~1~~i) also added for the benefit of all Credit Facilities hereunder not constituting Incremental Term Loans or (~~2~~ii) only applicable to periods after the Latest Maturity Date at the time of such incurrence) or (B) reasonably satisfactory to the Administrative Agent.

(c) Any Incremental Revolving Commitment Increase shall be treated the same as the Class of Revolving Commitments being increased (including with respect to maturity date thereof) and shall be considered to be part of the Class of Revolving Credit Facility being increased (it being understood that, if required to consummate an Incremental Revolving Commitment Increase, the pricing, interest rate margins, rate floors and undrawn commitment fees on the Class of Revolving Commitments being increased may be increased for all applicable existing Revolving Lenders and additional upfront or similar fees may be payable to the lenders providing the Incremental Revolving Commitment Increase (without any requirement to pay such fees to any existing Revolving Lenders)).

(d) The Replacement Revolving Commitments may only be incurred as an Incremental Refinancing Facility and (i) shall not mature earlier than the then-existing Latest Maturity Date and shall require no amortization or mandatory commitment reduction prior to the then-existing Latest Maturity Date, (ii) shall have interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, undrawn commitment fees, funding discounts, original issue discounts, currency types and denominations, prepayment terms and premiums and commitment reduction and termination terms as determined by the Borrower and the lenders of such commitments, (iii) shall contain borrowing, repayment and termination of Commitment procedures as determined by the Borrower and the lenders of such commitments, (iv) may include provisions relating to letters of credit, as applicable, issued thereunder, which issuances shall be on terms substantially similar (except for the overall size of such sub-facilities, the fees payable in connection therewith and the identity of the letter of credit issuer, as applicable, which shall be determined by the Borrower, the lenders of such commitments and the applicable letter of credit issuers and borrowing, repayment and termination of commitment procedures with respect thereto, in each case which shall be specified in the applicable Incremental Facility Amendment) to the terms relating to the Letters of Credit with respect to the applicable Class of Revolving Commitments or otherwise reasonably acceptable to the Administrative Agent and (v) may otherwise have terms and conditions different from those of the Revolving Credit Facility (including currency denomination); provided that except with respect to matters contemplated by clause (c) above and clauses (i)-(iv) of this clause (d), if any differences are not substantially consistent with the terms of the Revolving Credit Facility, such terms shall be not materially more restrictive on Holdings, the Borrower and its Restricted Subsidiaries than those applicable to the then-existing Revolving Credit Facility, as applicable, when taken as a whole (it being understood that, to the extent that any covenant or other provision is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders if such covenant or other provision is either (~~A~~i) also added for the benefit of all Credit Facilities hereunder not constituting Replacement Revolving Commitments, or (~~B~~ii) only applicable to periods after the Latest Maturity Date at the time of such incurrence) or reasonably satisfactory to the Administrative Agent.

(e) [Reserved].

(f) Commitments in respect of Incremental Term Loans, Incremental Revolving Commitment Increases and Replacement Revolving Commitments shall become Commitments (or in the case of an Incremental Revolving Commitment Increase to be provided by an existing Lender with a Revolving Commitment, an increase in such Lender's applicable Revolving Commitment) under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Lender or Additional Lender, if

any, agreeing to provide such Commitment (it being agreed that any Person other than a Lender agreeing to provide such Commitment shall meet the requirements set forth in the definition of "Additional Lender"), and the Administrative Agent. Incremental Term Loans and loans under Incremental Revolving Commitment Increases and Replacement Revolving Commitments shall be a "Loan" for all purposes of this Agreement and the other Loan Documents. The Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.20 (including, without limitation, to (i) in connection with an Incremental Revolving ~~Credit~~ Commitment Increase, to reallocate Revolving Exposure on a pro rata basis among the relevant Revolving ~~Credit~~ Lenders, (ii) in connection with Classes of Incremental Term Loans, to extend the "prepayment premium" period for the benefit of any existing Class of Term Loans to the extent that such Class of Incremental Term Loans shall have the benefit of such longer or higher "prepayment premium" period, (iii) increase the Effective Yield of the applicable Class of Term Loans or amend the amortization applicable thereto or otherwise make changes to the extent necessary in order to ensure that any applicable Class of Incremental Term Loans are "fungible" with such existing Class of Term Loans; provided that any such amendment to the amortization applicable to any existing Class of Term Loans shall not result in the decrease of any amortization payment any Lender of such Class of Term Loans would have received prior to giving effect to such amendment, (iv) add or extend "soft call" or add or extend any other "call protection~~,~~", in either case, for the benefit of any existing Class of Term Loans) and (v) in connection with any incurrence of any Incremental Facility denominated in a currency other than Dollars, to add interest rate definitions and other currency provisions that are customarily included in agreements contemplating Borrowings or the execution of credit documents in any such currency. The effectiveness of any Incremental Facility Amendment and the occurrence of any credit event (including the making (but not the conversion or continuation) of a Loan and the issuance, increase in the amount, or extension of a Letter of Credit thereunder) pursuant to such Incremental Facility Amendment shall be subject to the satisfaction of such conditions as the parties thereto shall agree (subject to the foregoing provisions of this Section 2.20). The Loan Parties will use the proceeds of the Incremental Term Loans, Incremental Revolving Commitment Increases and Replacement Revolving Commitments for working capital and other general corporate purposes, including the financing of acquisitions permitted hereunder and other Investments, permitted Restricted Payments and any other purpose not prohibited by this Agreement.

(g) ~~The opportunity to commit to provide all or a portion of an Incremental Facility shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Incremental Facilities within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Incremental Facilities on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders). Subject to the immediately preceding sentence, Incremental~~Incremental Facilities may be provided by (x) any existing Lender (in its sole discretion), or (y) any Additional Lender, subject to the consent of (i) the Administrative Agent (not to be unreasonably withheld or delayed) if such consent would be required under Section 9.04 for assignments or participations of Term Loans, Revolving Loans or Commitments, as applicable, to the relevant Person and (ii) in the case of any Replacement Revolving Commitments or Incremental Revolving Commitment Increases, each Issuing Bank and the Swingline Lender~~.~~; provided that the Borrower agrees that it shall not (1) incur any Incremental Term Loans without first providing the Initial Term Lenders (on a pro rata basis based on their respective percentages of the then outstanding principal amount of the Initial Term Loans) the opportunity to provide such Incremental Term Loans on substantially the same terms and conditions (including with respect to pricing) prior to offering the opportunity of providing such Incremental Term

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Loans to any other Person on such terms and conditions or (2) incur any Incremental Revolving

Commitment Increases or Replacement Revolving Commitments without first providing the Class A-1 Revolving Lenders (on a pro rata basis based on their respective percentages of the aggregate Revolving Exposure of the Class A-1 Revolving Lenders) the opportunity to provide such Incremental Revolving Commitment Increases or Replacement Revolving Commitments on substantially the same terms and conditions (including with respect to pricing) prior to offering the opportunity of providing such Incremental Revolving Commitment Increases or Replacement Revolving Commitments to any other Person on such terms and conditions.

(h) Each Lender or Additional Lender providing a portion of any Incremental Facility shall execute and deliver to the Administrative Agent and the Borrower all such documentation (including the relevant Incremental Facility Amendment) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Facility. On the effective date of such Incremental Facility, each Additional Lender shall become a Lender for all purposes in connection with this Agreement.

(i) The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Amendment and/or any amendment to any other Loan Document as may be necessary in order to establish new Classes or sub-Classes in respect of Loans or Commitments pursuant to this Section 2.20 and such technical amendments (including, without limitation, as set forth in clause (f) above) as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Classes or sub-Classes, in each case on terms consistent with this Section 2.20.

(j) Notwithstanding anything to the contrary, this Section 2.20 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

SECTION 2.21~~.~~ [Reserved]~~.~~.

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 the last sentence of Section 2.11(f)(i), the last sentence of Section 2.11(f)(ii) and the last sentence of Section 2.11(g), 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 ~~7~~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, in the case of a Revolving Lender, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to each Issuing Bank and the Swingline Lender hereunder; 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, in the case of a Revolving Lender, if so determined by the Administrative Agent, Holdings and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; fifth, to the payment of any amounts owing to the Lenders, the Issuing Banks or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, such Issuing Bank or the Swingline 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 or LC Disbursements 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, or LC Disbursements owed to, as applicable, 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). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to Section 2.05(j) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive or accrue any commitment fee pursuant to Section 2.12(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit fees as provided in Section 2.12(f).

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Swingline Loans and Letters of Credit pursuant to Section 2.04 and Section 2.05, the "Applicable Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Revolving Commitment of that Defaulting Lender; provided that the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swingline Loans shall not at any time exceed the positive difference, if any, of (~~A~~1) the Revolving Commitment of that non-Defaulting Lender minus (~~B~~)2) the aggregate Revolving Exposure of that Lender. If the reallocation provided for in the preceding sentence cannot, or can only partially, be effected, the Borrower shall (~~1~~A) first, prepay the portion of such Defaulting Lender's Swingline Exposure that has not been reallocated and (~~2~~B) second, cash collateralize for the benefit of the Issuing Banks the portion of such Defaulting Lender's LC Exposure that has not been reallocated in accordance with the procedures set forth in Section 2.05(j) for so long as such unreallocated LC Exposure is outstanding.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Swingline Lender and each Issuing Bank 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 and funded and unfunded

participations in Letters of Credit and Swingline Loans to be held on a pro rata basis by the Lenders in

accordance with their Applicable Percentages (without giving effect to Section 2.22(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to 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.

SECTION 2.24. Loan Modification Offers.

(a) The Borrower may at any time and from time to time request that all or a portion of each Term Loan of any Class (an "Existing Term Loan Class") be converted or exchanged to extend the scheduled final maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so extended, "Extended Term Loans") and to provide for other terms consistent with this Section 2.24. Prior to entering into any Loan Modification Agreement with respect to any Extended Term Loans, the Borrower shall provide written notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term Loan Class, with such request offered equally to all such Lenders of such Existing Term Loan Class) (a "Term Loan Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which terms shall be similar to the Term Loans of the Existing Term Loan Class from which they are to be extended except that (w) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of all or a portion of any principal amount of such Extended Term Loans may be delayed to later dates than the scheduled amortization of principal of the Term Loans of such Existing Term Loan Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.10 or in the Loan Modification Agreement or the Incremental Facility Amendment, as the case may be, with respect to the Existing Term Loan Class of Term Loans from which such Extended Term Loans were extended, in each case as more particularly set forth in Section 2.24(c) below), (x)(A) the interest rates (including through fixed interest rates), interest margins, rate floors, upfront fees, funding discounts,

AHYDO Catch-Up Payments, original issue discounts, currency types and denominations and prepayment terms and premiums with respect to the Extended Term Loans may be different than those for the Term Loans of such Existing Term Loan Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Term Loans in addition to any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Loan Modification Agreement, (y) subject to the provisions set forth in Section 2.11, the Extended Term Loans may have optional prepayment terms (including call protection and prepayment terms and premiums) and mandatory prepayment terms as may be agreed between Holdings, the Borrower and the Lenders thereof and (z) the Loan Modification Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class converted into Extended Term Loans pursuant to any Term Loan Extension Request. Any Extended Term Loans of any Extension Series shall constitute a separate Class of Term Loans from the Existing Term Loan Class of Term Loans from which they were extended.

(b) The Borrower may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class (other than Class A Revolving Commitments), the Extended Revolving Commitments of any Class (other than Class A Revolving Commitments) and/or any Replacement Revolving Commitments (and, in each case, including any previously extended Revolving ~~Credit~~ Commitments and/or Replacement Revolving Commitments), existing at the time of such request (each, an "Existing Revolving Commitment" and any related revolving credit loans under any such facility, "Existing Revolving Loans"; each Existing Revolving Commitment and related Existing Revolving Loans together being referred to as an "Existing Revolving Class") be converted or exchanged to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Revolving Loans related to such Existing Revolving Commitments (any such Existing Revolving Commitments which have been so extended, "Extended Revolving Commitments" and any related revolving credit loans, "Extended Revolving Loans") and to provide for other terms consistent with this Section 2.24. Prior to entering into any Loan Modification Agreement with respect to any Extended Revolving Commitments, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Commitments, with such request offered equally to all Lenders of such Class) (a "Revolving Credit Extension Request") setting forth the proposed terms of the Extended Revolving Commitments to be established thereunder, which terms shall be similar to those applicable to the Existing Revolving Commitments from which they are to be extended (the "Specified Existing Revolving Commitment Class") except that (w) all or any of the final maturity dates of such Extended Revolving Commitments may be delayed to later dates than the final maturity dates of the Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~ Commitment Class, (x)(A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, AHYDO Catch-Up Payments, original issue discounts, currency types and denominations and prepayment terms and premiums with respect to the Extended Revolving Commitments may be different than those for the Existing Revolving Commitments of the Specified Existing Revolving Commitment Class and/or (B) additional fees and/or premiums may be payable to the Lenders providing such Extended Revolving Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A) and (y)(1) the undrawn revolving credit commitment fee rate with respect to the Extended Revolving Commitments may be different than those for the Specified Existing Revolving Commitment Class and (2) the Loan Modification Agreement may provide for other covenants and terms that apply to any period after the Latest Maturity Date; provided that, notwithstanding anything to the contrary in this Section 2.24 or otherwise, (I) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of the Extended Revolving Loans under any Extended Revolving Commitments shall be made on a pro rata basis with any borrowings and repayments of the Existing Revolving Loans of the Specified Existing Revolving Commitment Class (the mechanics for which may

be implemented through the applicable Loan Modification Agreement and may include technical changes

related to the borrowing and repayment procedures of the Specified Existing Revolving Commitment Class), (II) assignments and participations of Extended Revolving Commitments and Extended Revolving Loans shall be governed by the assignment and participation provisions set forth in Section 9.04 and (III) subject to the applicable limitations set forth in Section 2.08, permanent repayments of Extended Revolving Loans (and corresponding permanent reduction in the related Extended Revolving Commitments) shall be permitted as may be agreed between Holdings and the Borrower and the Lenders thereof. No Lender shall have any obligation to agree to have any of its Revolving Loans or Revolving Commitments of any Existing Revolving Class converted or exchanged into Extended Revolving Loans or Extended Revolving Commitments pursuant to any Loan Modification Offer. Any Extended Revolving Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~Commitment Class and from any other Existing Revolving Commitments (together with any other Extended Revolving Commitments so established on such date).

(c) The Borrower shall provide the applicable Loan Modification Offer to the Administrative Agent at least five Business Days (or such shorter period as the Administrative Agent may determine in its reasonable discretion) prior to the date on which Lenders under the Existing Class are requested to respond, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably, to accomplish the purpose of this Section 2.24. Holdings and the Borrower may, at its election, specify as a condition to consummating any Loan Modification Agreement that a minimum amount (to be determined and specified in the relevant Loan Modification Offer in Holdings' and the Borrower's sole discretion and as may be waived by the Borrower) of Term Loans and/or Revolving Commitments (as applicable) of any or all applicable Classes be tendered. Any Lender (an "Extending Lender") wishing to have all or a portion of its Term Loans, Revolving Commitments or Replacement Revolving ~~Credit~~ Commitments (or any earlier Extended Revolving Commitments) of an Existing Class subject to such Loan Modification Offer converted or exchanged into Extended Loans/Commitments shall notify the Administrative Agent (an "Extension Election") on or prior to the date specified in such Loan Modification Offer of the amount of its Term Loans, Revolving Commitments and/or Replacement Revolving Commitments (and/or any earlier Extended Revolving Commitments) which it has elected to convert or exchange into Extended Loans/Commitments (subject to any minimum denomination requirements imposed by the Administrative Agent). In the event that the aggregate amount of Term Loans, Revolving Commitments and Replacement Revolving Commitments (and any earlier-extended Extended Revolving Commitments) subject to Extension Elections exceeds the amount of Extended Loans/Commitments requested pursuant to the ~~Extension Request~~Loan Modification Offer, Term Loans, Revolving Commitments, Replacement Revolving Commitments or earlier-extended Extended Revolving Commitments, as applicable, subject to Extension Elections shall be converted to or exchanged to Extended Loans/Commitments on a pro rata basis (subject to such rounding requirements as may be established by the Administrative Agent) based on the amount of Term Loans, Revolving Commitments, Replacement Revolving Commitments and earlier-extended Extended Revolving Commitments included in each such Extension Election or as may be otherwise agreed to in the applicable Loan Modification Agreement. Notwithstanding the conversion of any Existing Revolving ~~Credit~~ Commitment into an Extended Revolving Commitment, unless expressly agreed by the holders of each affected Existing Revolving ~~Credit~~ Commitment of the Specified Existing Revolving ~~Credit~~ Commitment Class, such Extended Revolving Commitment shall not be treated more favorably than all Existing Revolving Commitments of the Specified Existing Revolving ~~Credit~~ Commitment Class for purposes of the obligations of a Revolving Lender in respect of Swingline Loans under Section 2.04 and Letters of Credit under Section 2.05, except that the applicable Loan Modification Agreement may provide that the last day for issuing Letters of Credit may be extended and the related obligations to issue Letters of Credit may be continued (pursuant to mechanics to be specified

in the applicable Loan Modification Agreement) so long as the applicable Issuing Bank has consented to such extensions (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(d) Extended Loans/Commitments shall be established pursuant to ~~an amendment (a "~~Loan Modification Agreement~~") to this Agreement~~ (which, except to the extent expressly contemplated by the penultimate sentence of this Section 2.24(d) and notwithstanding anything to the contrary set forth in Section 9.02, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Loans/Commitments established thereby) executed by the Loan Parties, the Administrative Agent and the Extending Lenders. In addition to any terms and changes required or permitted by Section 2.24(a), each Loan Modification Agreement in respect of Extended Term Loans shall amend the scheduled amortization payments pursuant to Section 2.10 or the applicable Incremental Facility Amendment or Loan Modification Agreement with respect to the Existing Class of Term Loans from which the Extended Term Loans were exchanged to reduce each scheduled installment scheduled to be repaid on any date for the Existing Class in the same proportion as the amount of Term Loans of the Existing Class is to be reduced pursuant to such Loan Modification Agreement (it being understood that the amount of any installment payable with respect to any individual Term Loan of such Existing Class that is not an Extended Term Loan shall not be reduced as a result thereof). In connection with any Loan Modification Agreement, the Borrower shall deliver an opinion of counsel reasonably acceptable to the Administrative Agent and addressed to the Administrative Agent and the applicable Extending Lenders (i) as to the enforceability of such Loan Modification Agreement, this Agreement as amended thereby, and such of the other Loan Documents (if any) as may be amended thereby (in the case of such other Loan Documents as contemplated by the immediately preceding sentence) and covering customary matters and (ii) to the effect that such Loan Modification Agreement, including the Extended Loans/Commitments provided for therein, does not breach or result in a default under the provisions of Section 9.02 of this Agreement.

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

(f) In the event that the Administrative Agent determines in its sole discretion that the

allocation of Extended Term Loans of a given Extension Series or the Extended Revolving Commitments of a given Extension Series, in each case to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Loan Modification Agreement, then the Administrative Agent, Holdings, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, enter into an amendment to this Agreement and the other Loan Documents (each, a "Corrective Loan Modification Agreement") within 15 days following the effective date of such Loan Modification Agreement, as the case may be, which Corrective Loan Modification Agreement shall (i) provide for the conversion or exchange and extension of Term Loans under the Existing Term Loan Class or Existing Revolving Commitments (and related Revolving Exposure), as the case may be, in such amount as is required to cause such Lender to hold Extended Term Loans or Extended Revolving Commitments (and related revolving credit exposure) of the applicable Extension Series into which such other Term Loans or Commitments were initially converted or exchanged, as the case may be, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Loan Modification Agreement, in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, Holdings, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of a Loan Modification Agreement described in Section 2.24(d)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in the penultimate sentence of Section 2.24(c).

(g) No conversion or exchange of Loans or Commitments pursuant to any Loan Modification Agreement in accordance with this Section 2.24 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(h) If, in connection with any proposed Loan Modification Offer, any Lender declines to consent to such Loan Modification Offer on the terms and by the deadline set forth in such Loan Modification Offer (each such Lender, a "Non-Accepting Lender") then the Borrower may, on notice to the Administrative Agent and the Non-Accepting Lender, replace such Non-Accepting Lender by causing such Lender to (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 of its interests, rights and obligations under this Agreement in respect of the Loans and Commitments of the applicable Class to one or more Eligible Assignees (which Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that (~~i~~A) any assignment pursuant to the terms of this Section 2.24(h) may be effected pursuant to an Assignment and Assumption executed by Holdings, the Borrower, the Administrative Agent and the assignee, and the Non-Accepting Lender need not be party thereto, and (~~ii~~B) neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender; provided further that (~~A~~a) the applicable assignee shall have agreed to provide Loans and/or Commitments on the terms set forth in the applicable Loan Modification Agreement, (~~B~~b) such Non-Accepting Lender shall have received payment of an amount equal to the outstanding principal of the Loans of the applicable Existing Class assigned by it pursuant to this Section 2.24(h), accrued interest thereon, accrued fees and all other amounts payable to it hereunder from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees), (~~C~~c) 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) and (~~D~~d) such Non-Accepting Lender shall be entitled to any prepayment premiums or penalties from the Borrower to the extent a premium or penalty would be due in respect of a prepayment of Term Loans pursuant to Section 2.11.

(i) Notwithstanding anything to the contrary, this Section 2.24 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

ARTICLE ~~3~~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 Restricted Subsidiaries) represents and warrants to the Lenders that:

SECTION 3.01~~.~~ Organization; Powers. Each of Holdings, the Borrower and each Restricted 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~~)Section 3.01~~), 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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~~s~~ 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 lack of accruals for taxes~~ and the absence of footnotes, and (ii) fairly present in all material respects the consolidated financial position of ~~the~~ TPargent ~~(or its predecessor, if applicable)~~ 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 ~~or the lack of accruals for taxes~~ and the absence of footnotes.

~~(b) The Pro Forma Financial Statements have been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects the estimated financial position of the Borrower and its Subsidiaries as if the Transactions had occurred as of the relevant date (in the case of any pro forma consolidated balance sheet) or at the beginning of such period (in the case of any pro forma statement of income or operations).~~

(~~e~~b) Since the Effective Date, there has been no Material Adverse Effect.

SECTION 3.05~~.~~ Properties~~.~~.

(a) The Borrower and each Restricted 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, (i) 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 Restricted 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 Restricted 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 Restricted 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, (~~i~~a) there are no strikes or other labor disputes against Holdings, the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing and (~~ii~~b) none of the Borrower or the Restricted 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.

~~Section 3.07. *Compliance with Laws.*~~ (a) Each of Holdings, the Borrower and each Restricted Subsidiary is in compliance with all Requirements of Law (including Heath 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 Restricted 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 Restricted 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 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary, as applicable: (i) is in compliance with HIPAA; (ii) without limiting the generality of the foregoing, (A) has designed a security official responsible or 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 Restricted 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 Restricted 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 Sponsor, 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 ~~(after giving effect to all supplements so furnished from time to time)~~; 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 Restricted 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 ~~Closing~~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 Restricted 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 Restricted 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 Restricted Subsidiary is pending or, to the knowledge of the Borrower, threatened in writing against the Borrower or any Restricted 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 ~~Borrower and its Subsidiaries~~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, ~~the terms of the proviso to clause (f) of Section 4.01 and~~ 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 ~~and~~or the Subsidiaries will ~~not~~ 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, ~~and~~ 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 ~~and~~or the ~~Restricted~~ Subsidiaries will ~~not~~ use the proceeds of the Loans (i) for any payments, gifts, or the provision of anything of value to any governmental official ~~or~~, 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 ~~and~~or the ~~Restricted~~ 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 Restricted 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, ~~the FCPA~~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 ~~or~~, 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; ~~or~~ (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.

ARTICLE ~~4~~IV

CONDITIONS

SECTION 4.01 [Reserved].

~~Section 4.01. *Effective Date*. The obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02):~~

~~(a) The Administrative Agent (or its counsel) shall have received from (i) a Responsible Officer of each of Holdings and the Borrower, (ii) each of the Administrative Agent and the Collateral Agent, (iii) each Lender, (iv) the Swingline Lender and (v) each Issuing Bank, either (x) a counterpart of this Agreement signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic transmission of a signed counterpart of this Agreement) that such party has signed a counterpart of this Agreement.~~

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~~(b) The Administrative Agent shall have received a written opinion (addressed to the~~

Administrative Agent, the Collateral Agent and the Lenders and dated the Effective Date) of Simpson Thacher & Bartlett LLP, as special New York counsel for the Loan Parties.

(c) The Administrative Agent shall have received a certificate of the Borrower, dated the Effective Date and substantially in the form of Exhibit J, confirming compliance with the condition set forth in Section 4.01(o)(ii).

(d) The Administrative Agent shall have received a certificate of each Loan Party, dated the Effective Date, including or attaching a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Loan Documents to which it is a party, (iii) resolutions of the Board of Directors of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(e) All fees required to be paid on the Effective Date, including pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the Effective Date pursuant to the Commitment Letter, and with respect to expenses, to the extent invoiced at least three Business Days (as defined in the Merger Agreement) prior to the Effective Date (except as otherwise reasonably agreed by the Borrower), shall, upon the initial Borrowings under the Credit Facilities hereunder, have been, or will be substantially simultaneously, paid (which amounts may be offset against the proceeds of the Credit Facilities hereunder).

(f) The Collateral and Guarantee Requirement shall have been satisfied; *provided* that, notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, to the extent any security interest in any Collateral is not or cannot be provided and/or perfected on the Effective Date (other than the pledge and perfection of the security interests (i) in the certificated Equity Interests, if any, of the Borrower and any wholly owned Domestic Subsidiary of Holdings that is a Restricted Subsidiary and that is not an Immaterial Subsidiary (to the extent required by the Collateral and Guarantee Requirement); *provided* that, in the case of subsidiaries of the Target, to the extent the Borrower has used commercially reasonable efforts to procure the delivery thereof prior to the Effective Date, certificated Equity Interests of the subsidiaries of the Target will only be required to be delivered on the Effective Date pursuant to the terms set forth herein if such certificates are actually received from the Seller or the Target and (ii) in other assets pursuant to which a security interest may be perfected by the filing of a financing statement under the UCC but, for the avoidance of doubt, including the items described in clause (e) of the definition of the term "Collateral and Guarantee Requirement") after the Borrower's use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition to the initial Borrowing under the Credit Facilities to occur on the Effective Date and the Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required

to provide and/or perfect such security interests, with respect to any other Collateral (other than certificated Equity Interests of the Target or any wholly owned material U.S. restricted subsidiary of the Target not delivered on the Effective Date, on or prior to the date that is five Business Days after the Effective Date, and with respect to any other such Collateral, on or prior to the date that is 90 days after the Effective Date or, in each case, such longer period of time as may be mutually agreed by the Collateral Agent and the Borrower, each acting reasonably.

(g) Subject to the proviso in paragraph (f) above, each document (including any UCC (or similar) financing statement) required by any Security Document or under applicable Requirements of Law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral required to be delivered pursuant to such Security Document, shall be in proper form for filing, registration or recordation.

(h) The Effective Date Refinancing shall have been consummated, or shall be consummated substantially simultaneously with the initial Borrowing under any of the Credit Facilities.

(i) The Administrative Agent shall have received (i) the Audited Financial Statements, (ii) the Unaudited Financials, and (iii) the Pro Forma Financial Statements.

(j) The Administrative Agent shall have received a certificate from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Borrower certifying that the Borrower and its Subsidiaries, on a consolidated basis after giving effect to the Transactions are Solvent.

(k) The Administrative Agent and the Joint Bookrunners shall have received, at least three Business Days prior to the Effective Date, all documentation and other information about the Borrower and the Guarantors that shall have been reasonably requested by the Administrative Agent or the Joint Bookrunners in writing at least 10 Business Days prior to the Effective Date and that the Administrative Agent and the Joint Bookrunners reasonably determine is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA Patriot Act, including, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower.

(l) The Equity Contribution shall have been made, or substantially simultaneously with the initial Borrowing under any of the Credit Facilities hereunder, shall be made, in at least the amount set forth in the definition thereof.

(m) Between the Signing Date and the Effective Date, no Company Material Adverse Effect (as defined in the Merger Agreement as in effect on the Signing Date) shall have occurred.

(n) The Acquisition shall have been consummated, or substantially simultaneously with, the Borrowing under any of the Credit Facilities hereunder, shall be consummated, in all material respects in accordance with the terms of the Merger Agreement, after giving effect to any modifications, amendments, supplements, consents, waivers or requests, other than those

modifications, amendments, supplements, consents, waivers or requests (including the effects of

~~any such requests) that are materially adverse to the interests of the Lenders or the Joint Lead Arrangers (including their affiliates with Commitments hereunder).~~

~~(o) The (i) Specified Merger Agreement Representations shall be true and correct but only to the extent that Parent (or any of its affiliates) has the right (taking into account any applicable cure provisions) to terminate its (or its affiliates') obligations under the Merger Agreement or decline to consummate the Acquisition (in each case in accordance with the terms thereof) as a result of a breach of such representation in the Merger Agreement and (ii) the Specified Representations shall be true and correct in all material respects on the Effective Date (unless such representations relate to an earlier date, in which case, such representations shall have been true and correct in all materials respect as of such earlier date); *provided* that, if any Specified Representation is qualified by or subject to a "material adverse effect," "material adverse change" or similar term or qualification, the definition thereof shall be the definition of Company Material Adverse Effect (as defined in the Merger Agreement) for purposes of the making or deemed making of such Specified Representation on, or as of, the Effective Date (or any date prior thereto).~~

~~(p) The Administrative Agent shall have received a Borrowing Request.~~

SECTION 4.02~~.~~ Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of each Issuing Bank to issue, amend (other than an amendment in respect of a then outstanding Letter of Credit that does not increase the face amount thereof), renew or extend any Letter of Credit is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions; provided that, the following conditions shall not apply to (i) ~~extensions of credit on the Effective Date (including any Letter of Credit being issued (or deemed issued) on the Effective Date), (ii) any~~any Borrowings under any Incremental Facility, the conditions of which are set forth in Section 2.20 and (ii~~i~~) any extensions of credit or Borrowings under Section 2.24:

(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 or the date of issuance, amendment, renewal or extension of such Letter of Credit, as the case may be; 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 or the issuance, amendment, renewal or extension of such Letter of Credit, as the case may be, no Default or Event of Default shall have occurred and be continuing.

(c) The Administrative Agent or, if applicable, the Swingline Lender, shall have received a Borrowing Request in accordance with the requirements hereof or the Loan Parties shall have complied with the requirements of Section 2.05(b), as applicable.

(d) With respect to any Borrowing of Revolving Loans made after the Amendment No. 11 Effective Date until the Class A Revolving Facility Termination Date, immediately after giving effect to such Borrowing (including the application of proceeds thereof), the Consolidated Cash Balance does not

exceed $75,000,000 (or, following the consummation of a Securitization Transaction and the reduction in the then outstanding Class A Revolving Commitments pursuant to Section 2.11(k), $37,500,000) (it being understood this Section 4.02(d) may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)).

Each Borrowing (provided that a conversion or a continuation of a Borrowing shall not constitute a "Borrowing" for purposes of this Section) and each issuance, amendment, renewal or extension of a Letter of Credit 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 ~~5~~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, ~~2019~~2024, as soon as available, but in any event within ~~120~~90 days after the end of each fiscal year of the Borrower ~~(or, in the case of the fiscal year ending December 31, 2019, 150 days)~~, 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 ~~(other than the fiscal year ended December 31, 2019 (with respect to which for the avoidance of doubt, no comparative consolidated figures or reconciliation will be required))~~ 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, (~~i~~1) solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under ~~the documentation governing any Indebtedness, (ii) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiaries~~this Agreement or (~~iii~~2) any prospective breach of the Financial Maintenance Covenant), 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) commencing with the fiscal quarter ended September 30, ~~2019~~2024, as soon as available, but in any event within 45 days after the end of ~~each~~the first three fiscal quarters of each fiscal year of the Borrower ~~(or, in the case of the fiscal quarters ending September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020, 60 days)~~, the unaudited consolidated

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balance sheet of the Borrower as at the end of such fiscal quarter 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 quarter and for the elapsed portion of the fiscal year ended with the last day of such fiscal quarter, and the related unaudited consolidated statement of cash flow for the portion of the fiscal year ended with the last day of such fiscal quarter, and setting forth in each case ~~(other than for the quarterly periods ending September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020 (with respect to which for the avoidance of doubt, no comparative consolidated figures or reconciliation will be required))~~ 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 the Borrower and its consolidated Subsidiaries as of the end of and for such fiscal quarter (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;

(c) commencing with the fiscal month ended October 31, 2024, as soon as available, but in any event within 30 days (or, in the case of each fiscal month ending on December 31, 60 days) after the end of each fiscal month of each fiscal year of Parent (other than for any fiscal month ending March, June or September, 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 the following key performance indicators: Sales Agent Roster, Average Utilization, Opportunities Delivered, Average Conversion Rate, Cost Per Opportunity Delivered and PlanFit Saves Completed;

(~~e~~d) for any period in which a Subsidiary has been designated as an Unrestricted Subsidiary, simultaneously with the delivery of the financial statements referred to in clauses (a) ~~and~~ , (b) and (c) above for such period, supplemental financial information necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements;

(~~d~~e) ~~not later than five Business Days after~~concurrently with any delivery of financial statements under clause (a) ~~or (b) above (excluding, in the case of clause~~ , (b) or (c) above~~, with respect to the fourth fiscal quarter of any year)~~, 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) in the case of financial statements delivered under clause (a) or (b) above, setting forth reasonably detailed calculations demonstrating compliance with Section 6.13 for such Test Period, (iii) ~~setting forth reasonably detailed~~

~~calculations~~ in the case of financial statements delivered under clause (a) above, beginning with the financial statements for the fiscal year of the Borrower ending December 31, ~~2020,~~ 2024, setting forth reasonably detailed calculations of Excess Cash Flow for such fiscal year or period within such fiscal year and (iv) ~~in the case of financial statements delivered under clause (a) above,~~ 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);

(~~e~~f) not later than five Business Days after any delivery of financial statements under clause (a) or (b) above ~~(other than under clause (b) above, in respect of the fourth fiscal quarter of any year)~~, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter or such fiscal year;

(~~f~~g) not later than ~~120~~60 days after the commencement of each fiscal year of the Borrower ~~(or, in the case of the first fiscal year following the Effective Date, 150 days) occurring prior to an IPO~~, 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;

(~~g~~h) promptly after the same become publicly available, copies of any annual, quarterly and other regular, material periodic and special reports (including on Form 10-K, 10-Q or 8-K) and registration statements which Holdings, the Borrower or any Restricted Subsidiary files with the SEC or any analogous Governmental Authority in any relevant jurisdiction (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent for further delivery to the Lenders), exhibits to any registration statement and, if applicable, any registration statements on Form S-8 and other than any filing filed confidentiality with the SEC or any analogous Governmental Authority in any relevant jurisdiction);

~~(h) on a bi-weekly basis, commencing on November 9, 2022 and then on every other Wednesday thereafter, a 13-week cash flow forecast for the period commencing with the calendar week immediately following the week in which such forecast is required to be delivered, together with a comparison of actual performance of the Borrower and its Restricted Subsidiaries for the two week period most recently completed prior to the date on which such forecast is required to be delivered compared to projected performance of the Borrower and its Restricted Subsidiaries for such two week period (such forecasts and comparisons shall include such detail as may be requested and acceptable to the Required Lenders); and~~

(i) promptly, and in any event within five days after delivery thereof to the Board of Directors of the Borrower or any Parent Entity, copies of any decks presented to such Board of Directors (but excluding any materials provided to any committee thereof) relating to the business and financial performance of the Borrower; provided that the Borrower shall not be required to deliver or disclose any materials if the Borrower determines in its reasonable judgment (which such determination shall be conclusive) that such delivery or disclosure (x) would violate bona fide confidentiality obligations, (y) contains information of a privileged nature (including information subject to attorney-client privilege) or (z) would otherwise violate applicable Law;

(j) as soon as available, and in any event within five Business Days after the end of each fiscal month of the Parent and its Subsidiaries, (A) a calculation of the Liquidity of the Borrower and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Administrative

Agent and (B) if the Liquidity of the Borrower and its Restricted Subsidiaries was less than $50,000,000

at any time during such month, then commencing not later than the fifth Business day of the following month and for each month thereafter until the Liquidity of the Borrower and its Restricted Subsidiaries is greater than $50,000,000 for each day in the prior month, a 13-week cash flow forecast of the Parent and its Subsidiaries in form and substance satisfactory to the Administrative Agent; provided that the Liquidity calculations and 13-week cash flow forecast pursuant to this clause (j) shall not be required after the Class A Revolving Facility Termination Date;

(k) within 15 days after any request by the Administrative Agent following the date of any Tax Distribution, a schedule setting forth reasonable detail on how such Tax Distribution was computed; and

(~~i~~l) 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 Restricted 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 Restricted 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, commencing with the fiscal quarter ending December 31, 2024, 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 (1) solely with respect to, or expressly resulting solely from, an upcoming maturity date within twelve (12) months under ~~the documentation governing any Indebtedness, (2) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiaries or (3)~~this Agreement or (2) any prospective breach of the Financial Maintenance Covenant).

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 ~~telecopier or~~ 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 ~~and/or the Joint Bookrunners~~ 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~~, the Joint Bookrunners~~ 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 ~~and the Joint Bookrunners~~ 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 ~~5~~V, and for the avoidance of doubt, anything disclosed, examined inspected or otherwise made available pursuant to this Article ~~5~~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; ~~and~~

(b) (~~i~~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 Restricted Subsidiaries or (~~ii~~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 60 10 days or such longer period as reasonably agreed to by the Administrative Agent) written notice of any change (ai) in any Loan Party's legal name (as set forth in its certificate of organization or like document), (bii) 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 (eiii) 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 Restricted 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 Restricted 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 Restricted 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 (~~a~~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 (~~b~~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; Lender Call.

(a) The Borrower will, and will cause each Restricted 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 Restricted Subsidiaries, as the case may be. The Borrower will, and will cause each Restricted 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 Restricted 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.

(b) At the request of the Administrative Agent and ~~not more than~~at least once per calendar

~~year~~quarter, upon reasonable prior notice and in any event not earlier than after delivery of the narrative discussion under Section 5.01(~~e~~f) for the prior ~~year~~quarter (beginning with the narrative discussion delivered with respect to the ~~2019~~December 31, 2024 fiscal ~~year~~quarter), the Borrower shall host a conference call for the Lenders to discuss the performance of the Borrower and its Restricted Subsidiaries during the fiscal ~~year~~quarter most recently ended.

SECTION 5.09~~.~~ Compliance with Laws. The Borrower will, and will cause each Restricted 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 and Letters of Credit~~Section 5.10. *Use of Proceeds and Letters of Credit*~~. The proceeds of the Initial Term Loans~~, together with the Equity Contribution and cash on hand at Target and its Subsidiaries,~~ on the Effective Date to pay the Effective Date Refinancing~~, a portion of the Merger Consideration~~ and the Transaction Costs. On and after the Effective Date, the proceeds of the Revolving Loans and Swingline Loans shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses ~~(in each case, including in connection with the Merger)~~, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents); provided that ~~any borrowing of Revolving Loans on the Effective Date shall only be used for, and not exceed the amounts permitted by, the Permitted Initial Revolving Credit Borrowing Purposes~~, to the extent that any Class A Revolving Loans remain outstanding on the Revolving Maturity Date applicable to the Class A Revolving Loans, the Borrower shall use the proceeds of the initial Borrowing of Class A-1 Revolving Loans to repay such Class A Revolving Loans. Letters of Credit may be issued (x) on the Effective Date in the ordinary course of business and to backstop, replace or otherwise provide credit support for any letters of credit outstanding immediately prior to the Effective Date ~~under the Existing Credit Facility,~~ and (y) after the Effective Date and until the date that is the third Business Day prior to the Class A Revolving Facility Termination Date, for general corporate purposes of the Borrower and its Subsidiaries, and any other purpose not prohibited by the terms of the Loan Documents. The proceeds of (i) any Incremental Term Loans shall be used for working capital and/or general corporate purposes, Permitted Acquisitions and other Investments, Restricted Payments or such other purpose or purposes set forth in the applicable Incremental Facility Amendment and (ii) any Replacement Revolving Loans shall be used for working capital and/or general corporate purposes or such other purpose or purposes set forth in the applicable Incremental Facility Amendment. The proceeds of any Other Term Loans and Other Revolving Loans shall be used for the purposes set forth in Section 2.24 and the proceeds of any Credit Agreement Refinancing Indebtedness and Incremental Refinancing ~~Indebtedness~~Facilities shall be applied among the Loans and any Incremental Facilities in accordance with the terms of this Agreement. The ~~proceeds of the 2020 Incremental Term Loans made pursuant to Amendment No. 1 shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents). The proceeds of the 2021 Incremental Term Loans made pursuant to Amendment No. 5 shall be used on Amendment No. 5 Effective Date to refinance in full all of the Initial Term Loans outstanding hereunder as of~~

~~Amendment No. 5 Effective Date (immediately prior to giving effect to Amendment No. 5) and to pay fees and expenses related thereto. The proceeds of the 2021-2 Incremental Term Loans made pursuant to Amendment No. 6 shall be used to finance the working capital needs and other general corporate purposes of the Borrower and its Subsidiaries (including for capital expenditures, working capital and/or purchase price adjustments, transactions fees and expenses, Permitted Acquisitions and other Investments, Restricted Payments and any other purposes not prohibited by the terms of the Loan Documents). 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 ~~or~~, 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 ~~the FCPA~~Anti-Corruption Laws.

SECTION 5.11~~.~~ Additional Subsidiaries. If any additional Restricted 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 ~~60~~30 days (or such longer period as the Administrative Agent shall reasonably agree) after such newly formed or acquired Restricted 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 ~~60~~30 days after such formation or acquisition (or such longer period as the Administrative Agent shall reasonably agree); provided that any designation of an Unrestricted Subsidiary as a Restricted Subsidiary or any Restricted Subsidiary ceasing to be an Excluded Subsidiary shall constitute the formation or acquisition of a Restricted 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 Restricted 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 90 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 commodities account is opened or is held by the Borrower or any other Loan Party (including through any Permitted Acquisition 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, ~~use commercially reasonable efforts 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~~.~~ ~~[Reserved]~~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 Restricted 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 Restricted 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 Restricted 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. ~~(a)~~ 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 ~~reasonably~~ agrees to in writing, ~~including to reasonably accommodate circumstances unforeseen on the Effective Date~~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 ~~that would have been required to be delivered or taken on the Effective Date but for the proviso to Section 4.01(f), in each case except to the extent otherwise agreed by the Administrative Agent pursuant to its authority as set forth in the definition of "Collateral and Guarantee Requirement."~~.

~~(b) Within 90 days after the Effective Date (or such longer period as the Administrative Agent may agree in its sole discretion), the Borrower shall perform or cause to be performed the actions referred to in paragraphs (e) and (f) of the definition of "Collateral and Guarantee Requirement."~~

SECTION 5.15. Designation of Subsidiaries. The Borrower may at any time after the Effective Date (other than any time during the Term Suspension Period), designate (or subsequently re-designate) any Restricted Subsidiary as an Unrestricted Subsidiary (other than any Subsidiary that owns, directly or indirectly, any Equity Interests of, or holds a Lien on, any Loan Party or any Restricted Subsidiary that is not being designated as an Unrestricted Subsidiary) or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that immediately before and after giving effect to such designation on a pro forma basis, (~~a~~i) no Event of Default shall have occurred and be continuing or would result therefrom and (~~b~~ii) the Total ~~Net~~ Cash Leverage Ratio would not exceed 7.00:1.00; provided further that to the extent that any Restricted Subsidiary owns, or holds exclusive licenses or rights to, any intellectual property that is material to the business and operations of the Borrower and the Restricted Subsidiaries (taken as a whole), no such Restricted Subsidiary may be designated as an Unrestricted Subsidiary. No Loan Party or any of its Restricted Subsidiaries shall transfer the Contract Asset Balance or any ownership right, or exclusive license or right to, any intellectual property that is material to the business and operations of the Borrower and the Restricted Subsidiaries (taken as a whole) to any Unrestricted Subsidiary (it being understood this second sentence of Section 5.15 may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)). The designation of any Restricted Subsidiary as an Unrestricted Subsidiary after the Effective Date shall constitute an Investment by the Borrower (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the Fair Market Value of the Borrower's or the applicable Restricted Subsidiary's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (x) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time, (y) a Return on any Investment by the Borrower or its applicable Restricted Subsidiary in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the Fair Market Value at the date of such designation of the Borrower's or its Subsidiary's Investment in such Subsidiary, and (z) the

formation or acquisition of a Restricted Subsidiary for purposes of Section 5.11. Notwithstanding

anything ~~herein~~in this Agreement to the contrary, no Unrestricted Subsidiaries shall exist or be designated on or after the ~~Amendment No. 11~~ Effective Date.

ARTICLE ~~6~~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 Restricted Subsidiary to, incur or permit to exist any Indebtedness, except:

(i) Indebtedness of the Borrower and the Restricted Subsidiaries under the Loan Documents (including any Indebtedness incurred pursuant to Section 2.20 or 2.24);

(ii) Indebtedness (A) outstanding on the Effective Date; provided that such Indebtedness ~~with an outstanding principal amount in excess of $5,000,000~~ 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 Restricted Subsidiaries in respect of Indebtedness of the Borrower or any Restricted 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 ~~Guarantee of the~~ Loan Document Obligations on terms at least as favorable ~~(as reasonably determined by the Borrower)~~, taken as a whole, to the Lenders as those contained in the subordination of such Indebtedness and (B) any guarantee by the Borrower or any Loan Party of Indebtedness of a Restricted Subsidiary that is not a Loan Party is expressly permitted under Section 6.04;

(iv) Indebtedness of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary to the extent permitted by Section 6.04; provided that all such Indebtedness of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party shall be subordinated to the Loan Document Obligations pursuant to the Intercompany Note or otherwise on terms (A) at least as favorable to the Lenders as those set forth in the form of Intercompany Note or (B) otherwise reasonably satisfactory to the Administrative Agent;

(v) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness (including ~~Capital~~Financing Lease Obligations) of the Borrower or any Restricted 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, 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)(vA) shall not exceed an amount equal to the greater of (x) $10,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered on or prior to such date pursuant to Section 5.01(a) or (b)) and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (v) during thea Suspension Period);

(vi) Indebtedness in respect of Swap Agreements Incurred in the ordinary course of business or consistent with past practice and, in each case, at the time entered into, not for speculative purposes;

(vii) After theIf, and for so long as, a Suspension Period has endedis not then in effect, (A) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged, consolidated or amalgamated with or into the Borrower or any Restricted Subsidiary) 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 Restricted Subsidiary in connection with an Acquisition Transaction or similar Investment or an acquisition of assets by the Borrower or such Restricted Subsidiary 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 such Indebtedness shall not exceed the amount permitted by Section 6.01(a)(xxvi)(A)(2II) as if such Indebtedness was Acquisition Debt, except that the limitation in clause (4IV) of Section 6.01(a)(xxvi)(A)(II) shall not apply to Indebtedness assumed pursuant to this Section 6.01(a)(vii), and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (vii) during thea Suspension Period);

(viii) After the Suspension Period has ended, so long as no Event of Default has occurred and is continuing, Indebtedness in respect of Permitted Receivables Financings; *provided* that, at the time of incurrence of such Indebtedness (and without giving effect to the incurrence of any such Indebtedness and the use of proceeds thereof), the disposition of the Permitted Receivables Financing Assets pursuant to such Permitted Receivables Financings is permitted by Section 6.05(g)(ii) (for the avoidance of doubt, no transaction shall be made in reliance on this clause (viii) during the Suspension Period);[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 Restricted 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 (~~xi~~A);

(xii) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred ~~(A)~~ 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 Restricted Subsidiary ~~and (B) in connection with the Transactions and any Permitted Acquisition or other Investment permitted hereunder~~;

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended, (A)~~is not then in effect, Indebtedness of the Borrower or any Restricted 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 ~~the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) and (B) any Permitted Refinancing thereof~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xiv) during ~~the~~a Suspension Period);

(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 Restricted Subsidiaries, in each case in the ordinary course of business or consistent with past practice;

(xvi) Indebtedness incurred by the Borrower or any Restricted 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 Restricted 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) ~~After the Suspension Period has ended, Indebtedness (the Indebtedness incurred pursuant to this Section 6.01(a)(xix), the "**Ratio Indebtedness**") of the Borrower or any Restricted Subsidiary (for the avoidance of doubt, no amount shall be available under this clause (xix) during the Suspension Period); *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 outstanding in reliance on this clause (xix) shall not exceed the sum of (1) the Incremental Base Amount available at such time, plus (2) additional unlimited amounts so long as after giving effect to the incurrence of such Ratio Indebtedness and the use of proceeds thereof, calculated on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness) the Total Net Cash Leverage Ratio would not exceed 6.00:1.00; *provided* that (I) clauses (a), (b) and (c) of the Required Additional Debt Terms shall have been satisfied, (II) the aggregate principal amount of Ratio Indebtedness that is incurred by or secured by assets of Restricted Subsidiaries that are not Loan Parties, when combined with the aggregate principal amount of Acquisition Debt that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on clause (ii) of the proviso to clause (a)(xxvi)(A), shall not exceed, at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) as of such time, and (III) subject to Section 1.08, no Event of Default shall have occurred and be continuing or would result therefrom; and (A) any Permitted Refinancing thereof; *provided* that the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xix) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders).~~[Reserved];

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(xx) ~~Indebtedness supported by a letter of credit issued in a principal amount~~

not to exceed the face amount of such letter of credit[Reserved];

(xxi) Permitted Unsecured Refinancing Debt and any Permitted Refinancing thereof constituting Indebtedness of the Borrower or any other Loan Party;

(xxii) Permitted Equal Priority Refinancing Debt and Permitted Junior Priority Refinancing Debt, and any Permitted Refinancing thereof constituting Indebtedness of the Borrower or any other Loan Party;

(xxiii) If, and for so long as, a Suspension Period is not then in effect, (A) Indebtedness (the Indebtedness incurred pursuant to this Section 6.01(a)(xxiii), "Incremental Equivalent Debt") of the Borrower or any other Loan Party consisting of (x) secured, subordinated or unsecured bonds, notes or debentures (which bonds, notes or debentures, if secured, mayshall be secured solely by Liens on the Collateral having (or intended to have) a priority ranking junior to the Liens on the Collateral securing the Secured Obligations) or (y) secured or unsecured loans (or commitments to provide loans or other extensions of credit) (which loans or commitments, if secured, mayshall be secured solely by Liens on the Collateral having (or intended to have) a priority ranking junior to the Liens on the Collateral securing the Secured Obligations); provided that

(1) the aggregate principal amount of all such Indebtedness incurred pursuant to this clause shall not exceed at the time of incurrence thereof and after giving pro forma effect to such incurrence and the use of proceeds thereof, the Incremental Cap at such time,

(2) the Required Additional Debt Terms shall have been satisfied,

(3) subject to Section 1.08, (A) no Event of Default shall have occurred and be continuing or would result therefrom,

and (B) any Permitted Refinancing thereof;

(4) the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xxiii) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders).

(xxiv) [Reserved];

(xxv) After theIf, and for so long as, a Suspension Period has endedis not then in effect, (A) Indebtedness of any Restricted Subsidiary that is not a Loan Party; provided that at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of Indebtedness incurred in reliance on this clause

~~(a)(xxv)(A) then outstanding shall not exceed an amount equal to the greater of (x) $5,000,000 and (y) 10.0% of Consolidated Cash EBITDA for the~~ on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness), the Total Cash Leverage Ratio would not exceed 2.00:1.00 calculated on a pro forma basis after giving effect to all other transactions consummated in connection therewith; provided further that the aggregate principal amount of Indebtedness incurred in reliance on this Section 6.01(a)(xxv)(A) when combined with the aggregate principal amount of Acquisition Debt that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on Section 6.01(a)(xxvi)(IV) shall not exceed, at the time of incurrence thereof, and after giving pro forma effect thereto and the use of the proceeds thereof, $10,000,000 in the aggregate during the term of this Agreement and (B) any Permitted Refinancing thereof (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxv) during ~~the~~a Suspension Period);

(xxvi) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (A) Indebtedness of the Borrower or any Restricted Subsidiary incurred to finance a Permitted Acquisition or similar Investment permitted by this Agreement (the Indebtedness incurred pursuant to this Section 6.01(a)(xxvi), "Acquisition Debt"); provided that

(~~1~~I) subject to Section 1.08, no Event of Default shall have occurred and be continuing or would result therefrom,

(~~2~~) ~~at the time of incurrence thereof and after giving pro forma effect thereto and the use of the proceeds thereof, the aggregate principal amount of Acquisition Debt incurred in reliance on this clause (xxvi) and then outstanding shall not exceed the sum of (A) the Incremental Base Amount available at such time (for the avoidance of doubt, no amount shall be available under this clause (A) during the Suspension Period), plus (B) additional unlimited amounts so long as~~II) after giving effect to the incurrence of such Acquisition Debt and the use of proceeds thereof, calculated on a pro forma basis as of the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (but excluding from the computation thereof the proceeds of such Indebtedness), the Total ~~Net~~ Cash Leverage Ratio would not exceed ~~6.00~~(x) 2.25:1.00 to the extent such Acquisition Debt is incurred or secured solely by the assets of Loan Parties and (y) 2.00:1.00 if such Acquisition Debt is incurred by or secured by the assets of Restricted Subsidiaries that are not Loan Parties, in each case, calculated on a pro forma basis after giving effect to all other transactions consummated in connection therewith;

(~~3~~III) [~~r~~Reserved],

(4IV) the aggregate principal amount of Acquisition Debt that is incurred by or secured by the assets of Restricted Subsidiaries that are not Loan Parties, when combined with the aggregate principal amount of ~~Ratio~~ Indebtedness that has been incurred by Restricted Subsidiaries that are not Loan Parties and is outstanding in reliance on ~~clause (III) of the second proviso to clause~~ Section 6.01(a)(x~~i~~xv)(A), shall not exceed, at the time of

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incurrence thereof, and after giving pro forma effect thereto and the use of the proceeds

thereof, ~~the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such Indebtedness is incurred based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) as of such time, and~~10,000,000 in the aggregate during the term of this Agreement, and

(~~5~~V) the Required Additional Debt Terms shall have been satisfied,

and (B) any Permitted Refinancing thereof~~; *provided* that the opportunity to commit to provide all or a portion of any Indebtedness incurred pursuant to this Section 6.01(a)(xxv) shall be offered by the Borrower first to the existing Lenders on a pro rata basis and, to the extent that such existing Lenders have not agreed to provide such Indebtedness within five Business Days after receiving such offer from the Borrower (or the Administrative Agent or any arranger of such Indebtedness on behalf of the Borrower), on the terms specified by the Borrower, the Borrower may then offer such opportunity to other Persons (which may include existing Lenders)~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxvi) during ~~the~~a Suspension Period);

(xxvii) commission advances from insurance carriers made in the ordinary course of business or consistent with past practice;

(xxviii) [~~r~~Reserved];

(xxix) [~~r~~Reserved];

(xxx) Settlement Indebtedness in the ordinary course of business and consistent with past practice; and

(xxxi) 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 (xxx) above.

(b) The Borrower will not, nor will it permit any of its Restricted Subsidiaries to, issue any Disqualified Equity Interests, except (x) Disqualified Equity Interests issued to and held by ~~Holdings,~~ the Borrower or any ~~Restricted Subsidiary~~Loan Party that is a direct or indirect ~~wholly owned~~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 Sections 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 all Indebtedness outstanding under the Loan Documents (including any Indebtedness outstanding under any Incremental Refinancing Facility) incurred to Refinance (in whole or in part) such Indebtedness will be deemed to have been incurred in reliance only on the exception set forth in Section 6.01(a)(i). 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.

Notwithstanding anything to the contrary herein (and notwithstanding any division, classification or reclassification permitted by the foregoing paragraph), no Indebtedness in respect of any receivables programs, securitizations, factoring facilities, any facilities or programs relating to Permitted Receivables ~~Facility Assets and~~ Financing Assets, any Permitted Receivables Financing, any Securitization Transaction or other similar facilities programs or arrangements may ~~only~~ be incurred ~~pursuant to Section 6.01(a)(viii) above and may not be incurred or permitted pursuant to any other clause in this Section 6.01~~during the term of this Agreement.

In addition, for the avoidance of doubt, except to the extent incurred under Section 6.01(a)(i) or Section 6.01(a)(xxii), any Indebtedness 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 Secured Obligations.

SECTION 6.02~~.~~ Liens. The Borrower will not, nor will it permit any Restricted 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, including Liens securing Incremental Facilities;

(ii) Permitted Encumbrances;

(iii) Liens existing on the Effective Date (provided that such Liens ~~securing Indebtedness or obligations in excess of $5,000,000~~ 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 theretofor 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 ~~Capital~~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 ~~Capital~~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 Restricted 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 Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted 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 Restricted Subsidiary that is not a Loan Party in favor of any Loan Party (other than Holdings), Liens granted by a Restricted Subsidiary that is not a Loan Party in favor of a Restricted 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 Restricted 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 Restricted 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)(v) or (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 ~~Capital~~Financing Lease Obligations), subleases, licenses, cross licenses or sublicenses entered into by the Borrower or any Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary or (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted 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 Restricted 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 Restricted Subsidiary;

(xviii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xix) Liens on the Collateral securing (A) Permitted Equal Priority Refinancing Debt, (B) Permitted Junior Priority Refinancing Debt and (C) Incremental Equivalent Debt; provided that (x) if any such Indebtedness is secured by Liens on the Collateral that rank (or are intended to rank) on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations, such Indebtedness shall be subject to an Intercreditor Agreement of the type described in clause (a) of the definition thereof providing that such Liens on the Collateral shall rank on an equal priority basis with Liens on the Collateral securing the Secured Obligations; provided, that no such Indebtedness under this clause (x) shall include Permitted Junior Priority Refinancing Debt or Incremental Equivalent Debt and (y) if any such Indebtedness (which shall include any Permitted Junior Priority Refinancing Debt or any Incremental Equivalent Debt) is secured by the Liens on the Collateral that rank (or are intended to rank) on a junior basis to Liens on the Collateral securing the Secured Obligations, such Indebtedness shall be subject to an Intercreditor Agreement described in clause (b) of the

definition thereof providing that the Liens on the Collateral shall rank on a junior basis to the

Liens on the Collateral securing the Secured Obligations; the Administrative Agent and the Collateral Agent, with the consent of the Required Lenders (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or amendment and restatement) to the Security Documents or an Intercreditor Agreement to the extent necessary to effect the provisions contemplated by this Section 6.02(xix);

(xx) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, other Liens (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xx) during ~~the~~a Suspension Period); 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 ~~the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date of such incurrence based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)))~~; 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 an 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 a Intercreditor Agreement if such Liens are on Collateral consisting solely of ~~C~~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 (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lenders shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or amendment and restatement) to the Security Documents or an 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) ~~so long as no Event of Default has occurred and is continuing, Liens on Permitted Receivables Financing Assets or Liens on other assets granted pursuant to~~

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~~Standard Securitization Undertakings, in each case, incurred in connection with Permitted Receivables Financings;~~[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) (~~A~~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, (~~B~~ii) customary rights of first refusal and tag, drag and similar rights in Joint Venture agreements and (~~C~~)iii) Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(xxv) ~~After the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Liens in respect of Sale Leasebacks permitted under Section 6.05(p), in each case on the assets or property sold and leased back in such Sale Leaseback (for the avoidance of doubt, no transaction shall be made in reliance on this clause (xxv) during ~~the~~a Suspension Period);

(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);

(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);

(xxx) ~~After the~~if, and for so long as, a Suspension Period is not then in effect, Liens securing ~~Ratio Indebtedness permitted under Section 6.01(a)(xix),~~ Incremental Equivalent Debt permitted under Section 6.01(a)(xxiii) and Acquisition Debt permitted under Section 6.01(a)(xxvi) (for the avoidance of doubt, no liens shall be incurred in reliance on this clause (xxx) during ~~the~~a Suspension Period); provided that the holders of the Indebtedness or other obligations secured thereby (or a representative or trustee on their behalf) shall enter into an 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; the Administrative Agent and the Collateral Agent, with the consent of the Required Lenders (provided that if any such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is posted to the Lenders three Business Days before being executed and the Required Lender shall not have objected thereto, the Required Lenders shall be deemed to have agreed that the Administrative Agent's and/or the Collateral Agent's entry into such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents is reasonable and to have consented to such Intercreditor Agreement or amendment (or amendment and restatement) to the Security Documents and the Administrative Agent's and/or the Collateral Agent's execution thereof), shall be authorized to negotiate, execute and

deliver on behalf of the Secured Parties any Intercreditor Agreement or any amendment (or

amendment and restatement) to the Security Documents or an Intercreditor Agreement to the extent necessary to effect the provisions contemplated by this Section 6.02(xxx);

(xxxi) ~~after the Suspension Period has ended, Liens on Equity Interests of Unrestricted Subsidiaries (for the avoidance of doubt, no such Liens may be incurred during the Suspension Period)~~[reserved];

(xxxii) Liens on Cash Collateral granted in favor of any Lender and/or Issuing Bank 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); and

(xxxv) ~~Liens on cash or Cash Equivalents securing Indebtedness permitted under Section 6.01(a)(xx) in an aggregate outstanding face amount not exceeding $5,000,000 at any time~~[Reserved].

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 any Lien securing Indebtedness outstanding under the Loan Documents (including any Lien securing any Indebtedness incurred under an Incremental Refinancing Facility to Refinance (in whole or in part) such Indebtedness) will be deemed to have been incurred in reliance only on the exception set forth in Section 6.02(i).

SECTION 6.03~~.~~ Fundamental Changes. (x) The Borrower will not, nor will it permit any Restricted 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 Restricted 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 Restricted Subsidiaries, taken as a whole, to or in favor of any Person (other than as part of the Transactions), except that:

(a) any Restricted 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 Restricted Subsidiaries of the Borrower; provided that when any Subsidiary Loan Party is merging, consolidating or amalgamating with any other Restricted Subsidiary ~~either (A)~~ the continuing or surviving Person shall be a Subsidiary Loan Party ~~or (B) if the continuing or surviving Person is not a Subsidiary Loan Party, the acquisition of such Subsidiary Loan Party by such surviving Restricted Subsidiary is permitted under Section 6.04;~~; 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 Restricted 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 Restricted Subsidiaries, taken as a whole, and is not materially disadvantageous to the Lenders and, if such Restricted Subsidiary is a Loan Party, the assets of such Restricted Subsidiary are distributed to the Borrower or any Subsidiary Loan Party;

(c) any Restricted Subsidiary may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party (other than Holdings), 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04;~~;

(d) ~~the Borrower may merge, amalgamate or consolidate with any other Person (including any Subsidiary, but excluding Initial Holdings unless there is a Successor Holdings); *provided* that either (i) the Borrower shall be the continuing or surviving Person or (ii) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (any such Person, the "**Successor Borrower**"), (A) the Successor Borrower shall be an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (B) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto and thereto in form and substance reasonably satisfactory to the Administrative Agent, (C) each Loan Party other than the Borrower, unless it is the other party to such merger, amalgamation or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of, and grant of any Liens as security for, the Secured Obligations shall apply to the Successor Borrower's obligations under this Agreement and (D) the Borrower shall have delivered to the Administrative Agent (for further distribution by the Administrative Agent to the Lenders) a certificate of a Responsible Officer and, if reasonably requested by the Administrative Agent, an opinion of counsel, each stating that such merger, amalgamation or consolidation complies with this Agreement; *provided further* that (x) if such merger, consolidation or amalgamation is with a Person that prior to such transaction is not a Loan Party or another Restricted Subsidiary, subject to Section 1.08, there is no continuing Event of Default that exists after giving effect to such merger, amalgamation or consolidation and (y) if the foregoing requirements are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement and the other Loan Documents; *provided further* that the Borrower agrees to provide any documentation and other information about the Successor Borrower as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act;~~[Reserved];

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~~(e) The Borrower and its Subsidiaries may effect the formation, dissolution, liquidation~~

or Disposition of any Subsidiary that is a Divided Delaware LLC, *provided* that upon formation of such Divided Delaware LLC, the Borrower has complied with Section 5.11, as applicable;

(e) [Reserved];

(f) any Restricted 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 Restricted Subsidiary, and and, if the original Restricted Subsidiary was a Loan Party, the surviving Person shall be a Loan Party, and, in either case, the surviving Restricted Subsidiary shall have complied with the requirements of Sections 5.11 and 5.12; and

(g) the Borrower and its Restricted Subsidiaries may consummate the Acquisition and the Merger, related transactions contemplated by the Merger Agreement (and documents related thereto) and the Transactions; and,

(h) [reserved]; and

(i) any Restricted Subsidiary may effect a merger, dissolution, liquidation consolidation or amalgamation to (i) effect a Disposition permitted pursuant to Section 6.05, (ii) make an Investment permitted pursuant to Section 6.04 (other than clause (t) thereof) or (iii) make a Restricted Payment permitted pursuant to Section 6.08 (other than clause (a)(ii) thereof).

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, nor will it permit any of its Restricted 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 Restricted 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 the greater of (x) $5,000,000 and (y) 7.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to such date of incurrence (measured as of the date such incurrence based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or(b)); provided further that, during thea Suspension Period, at the time of incurrence thereof and after giving pro forma effect thereto, the aggregate principal amount of allno loans and, advances then outstanding andor other Investments shall be made in reliance on clause (i) or (iii), in the aggregate, shall not exceed $2,500,000;

(c) Investments (i) by the Borrower or any Restricted Subsidiary in any Loan Party (other than Holdings), (ii) by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is not a Loan Party and (iii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, by the Borrower or any Restricted Subsidiary that is a Loan Party in any Restricted Subsidiary that is not a Loan Party ~~(A) in connection with any series of substantially concurrent transactions that result in the proceeds of the intercompany Investments ultimately being invested in (or distributed to) the Borrower or a Restricted Subsidiary that is a Loan Party, (B) in connection with reorganizations and related activities related to tax planning; *provided* that either (1) such reorganizations or related activities are contemplated as of the Effective Date or (2) after giving pro forma effect to any such reorganization and related activities, the value of the Collateral, taken as a whole, and the value of the guarantees, taken as a whole, are not materially impaired (it being understood that the contribution of Equity Interests of any Foreign Subsidiary or FSHCO to a newly created Foreign Subsidiary or FSHCO shall be permitted without restriction), and (C) in addition to Investments made pursuant to the foregoing clauses (A) and (B), Investments (valued at the Fair Market Value of such Investments at the time such Investment is made)~~ in an aggregate amount, measured at the time such Investment is made and after giving pro forma effect to such Investment, ~~equal to the sum of (I) the greater of (x)~~not to exceed $10,000,000 ~~and (y) 10.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment (measured as of the date such Investment based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), (II) the Available Equity Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no Investment shall be made in reliance on the Available Equity Amount during the Suspension Period) and (III) the Available Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~in the aggregate during the term of this Agreement; provided that, in the case of this clause (~~III~~iii), (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than or equal to ~~7.00~~2.00:1.00 (for the avoidance of doubt, no transaction shall be made in reliance on this clause (~~c)(~~iii) during ~~the~~a Suspension Period);

(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 ~~(i)~~ existing on the Effective Date and any modification, replacement, renewal, reinvestment or extension thereof ~~or (ii) contemplated on the Effective Date and any modification, replacement, renewal, reinvestment or extension thereof,~~; provided that ~~the amount of the original~~(x) Investments shall only be 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, *provided* that (x) Investments in an amount in excess of $2,500,000 shall only be permitted under clause (f)(ii)~~ if set forth on Schedule 6.04(f) and (y) the

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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) Permitted Acquisitions; provided that the aggregate amount of Acquisition Consideration for all Permitted Acquisitions made or provided by the Borrower or any Loan Party during a Suspension Period shall not exceed $0; provided further, that the aggregate amount of Acquisition Consideration relating to all such Permitted Acquisitions made or provided by the Borrower or any Loan Party to acquire any Restricted Subsidiary that does not become a Loan Party or merge, consolidate or amalgamate into the Borrower or a Loan Party or any assets that shall not, immediately after giving pro forma effect to such Permitted Acquisition, be owned by the Borrower or a Loan Party, shall not exceed (a) during ~~the~~a Suspension Period, $0 (for the avoidance of doubt, no such Permitted Acquisition shall be made in reliance on this clause 6.04(i) during ~~the~~a Suspension Period) and (b) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, an aggregate amount, measured at the time such Investment is made and after giving pro forma effect to such Investment, equal to ~~the sum of (i) the greater of (I)~~ $12,500,000 ~~and (II) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment or acquisition (measured as of the date such Investment or acquisition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), (ii) the Available Equity Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no acquisition shall be made in reliance on the Available Equity Amount during the Suspension Period) and (iii) the Available Amount at such time that is Not Otherwise Applied (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period); *provided* that, in the case of~~; provided that, with respect to all Permitted Acquisitions made in reliance on this clause (~~iii~~i), (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than or equal to ~~7.00~~2.25:1.00;

(j) obligations with respect to Guarantees provided by Holdings, the Borrower or any Restricted 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 Restricted 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~~a) litigation, arbitration or other disputes or (~~B~~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 Restricted 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) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, additional Investments and other acquisitions (for the avoidance of doubt, no transaction shall be made in reliance on this clause (n) during ~~the~~a Suspension Period)~~; *provided* that at the time any such Investment or other acquisition is made and after giving pro forma effect thereto, the~~, in an aggregate amount ~~of such~~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)~~, shall not exceed sum of (i) (A) the greater of (x) $12,500,000 and (y) 25.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment or acquisition (measured as of the date such Investment or acquisition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), *plus* (B) Investments in an aggregate amount not to exceed the portion, if any, of the Restricted Payment Amount, on the relevant date of determination that the Borrower elects to apply pursuant to this clause (B), *plus* (C) Investments in an aggregate outstanding amount not to exceed the portion, if any, of the Restricted Debt Payment Amount, on the relevant date of determination that the Borrower elects to apply pursuant to this clause (C), *plus* (ii) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~ not to exceed $20,000,000 in any fiscal year; provided that~~, in the case of this clause (ii),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Investment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Investment (measured as of the date such Investment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than or equal to ~~7.00~~2.00:1.00~~, *plus* (iii) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Investment (for the avoidance of doubt, no Investment shall be made in reliance on the Available Equity Amount during the Suspension Period);~~;

(o) [~~r~~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 (excluding Cure Amounts) of Holdings ~~or the Borrower~~ (or any Parent Entity thereof); ~~*provided* that such amounts used pursuant to this clause (q) shall not increase the Available Equity Amount;~~

(r) (i) Investments of a Restricted Subsidiary acquired after the Effective Date or of a Person merged or consolidated with the Borrower or any Restricted Subsidiary in accordance with this Section and Section 6.03 after the Effective Date and (ii) Investments of an Unrestricted Subsidiary prior to the date on which such Unrestricted Subsidiary is designated a "Restricted Subsidiary~~;~~", 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 or such designation and were in existence on the date of such acquisition, merger, amalgamation or consolidation or such designation;

(s) [~~r~~Reserved];

(t) Investments consisting of Indebtedness, Liens, fundamental changes, Dispositions 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), 6.05 (other than clause (e) thereof) and 6.08, respectively;

(u) [~~r~~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 Restricted 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) ~~so long as no Event of Default has occurred and is continuing, Investments in the form of debt or Equity Interests obtained in connection with the contribution, sale, or other transfer of Permitted Receivables Financing Assets made in connection with a Permitted Receivables Financing to the extent permitted by Section 6.05(g)(ii);~~[Reserved];

(y) Investments made in connection with the Transactions;

(z) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Investments (i) in Joint Ventures ~~and Unrestricted Subsidiaries,~~ or (ii) in any Restricted Subsidiary to enable such Restricted Subsidiary to make substantially concurrent Investments in Joint Ventures ~~and Unrestricted Subsidiaries~~; 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 ~~the sum of the greater of (x) $10,000,000 and (y) 20.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment~~

~~(measured as of the date such Investment based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))~~$5,000,000 (for the avoidance of doubt, no Investment shall be made in reliance on this clause (z) during ~~the~~a Suspension Period);

(aa) Investments in any Restricted Subsidiary or any Joint Venture in connection with intercompany cash management arrangement or related activities arising in the ordinary course of business;

(bb) 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;

(cc) ~~After the Suspension Period has ended, Investments in Similar Business (for the avoidance of doubt, no transaction shall be made in reliance on this clause (cc) during the Suspension Period); *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 (cc) shall not exceed (x) the greater of (I) $10,000,000 and (II) 20.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Investment (measured as of the date such Investment based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b));~~[Reserved];

(dd) [~~r~~Reserved];

(ee) receivables owing to the Borrower or any Restricted Subsidiary, if created or acquired in the ordinary course of business or consistent with past practice;

(ff) Investments (~~i~~A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business or consistent with past practice and (~~ii~~B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(gg) Investments in the ordinary course of business in connection with Settlements; and

(hh) ~~any~~ Investments ~~made~~ in (i) GoHealth s.r.o., (ii) ETeleQuote (Private) Limited and (iii) ETelequote Nicaragua Sociedad Anonima, in an aggregate amount not exceeding ~~in any fiscal year the following amounts corresponding to such fiscal year: $5,000,000 during the 2019 fiscal year, $10,000,000 during the 2020 fiscal year, $10,000,000 during the 2021 fiscal year, $10,000,000 during the 2022 fiscal year, $15,000,000 during the 2023 fiscal year, $15,000,000 during the 2024 fiscal year and $10,000,000 during the 2025 fiscal year.~~$15,000,000 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).

SECTION 6.05~~.~~ Asset Sales. The Borrower will not, nor will it permit any of its Restricted 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 Restricted Subsidiary to issue any additional Equity Interest in such Restricted 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 Restricted Subsidiary in compliance with Section 6.04(c) and (C) any non-wholly-

owned ~~owned~~ Restricted Subsidiary issuing Equity Interests of such Subsidiary to each owner of Equity

Interests of such Subsidiary ratably based on their relative ownership interests), in each case, having a Fair Market Value, in a single transaction or a 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 (each, a "Disposition"), 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 Restricted 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 Restricted 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) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of property to the Borrower or any Restricted Subsidiary (for the avoidance of doubt, no transaction shall be made in reliance on this clause (d) during ~~the~~a Suspension Period); 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 Restricted Subsidiary that is not a Loan Party permitted by Section 6.04 or (iii) to the extent constituting a Disposition to a Restricted 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 Restricted 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) ~~(i)~~ 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 ~~and (ii) after the Suspension Period has ended, so long as no Event of Default has occurred and is continuing, Dispositions of Permitted Receivables Financing Assets pursuant to any Permitted Receivables Financing (for the avoidance of doubt, no transaction shall be made in~~

~~reliance on this clause (g)(ii) during the Suspension Period); *provided* that (x) [reserved] and (y) at the time of any such Disposition of Permitted Receivables Financing Assets, the Borrower and the Restricted Subsidiaries shall be in compliance, after giving pro forma effect to such Disposition or the use of proceeds thereof, with a Contract Asset Balance Coverage Ratio (determined excluding from the Contract Asset Balance Coverage Ratio, the Permitted Receivables Financing Assets so Disposed) that is no less than 2.00:1.00 as of the last day of the Test Period most recently ended on or prior to such date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b));~~;

(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 Restricted 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) If, and for so long as, a Suspension Period is not then in effect, Dispositions of other assets or property (including the sale or issuance of Equity Interests in a Restricted 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), exceeding $20,000,000 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 the greater of (x) $1,000,000 and (y) 2.5% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such Disposition based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b), for any transaction or series of related transactions the Borrower or any Restricted 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 Restricted 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 Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, shall be deemed to be cash, (B) any securities received by the Borrower or such Restricted Subsidiary from such transferee that are converted by the Borrower or such Restricted 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 and (C) any Designated Non-Cash Consideration received by the Borrower or such Restricted Subsidiary in respect of such Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (j) that is at that time outstanding, not in excess (at the time of receipt of such Designated Non-Cash Consideration) of the greater of (x) $1,000,000 and (y) 2.5% of Consolidated Total Assets for the Test Period most recently ended on or prior to the date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)) (net of any Designated Non-Cash Consideration converted into cash or Cash Equivalents), with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash, ~~and~~ (iii) no Event of Default shall be continuing on the date of such Disposition (or if earlier, the date that the Borrower or its Restricted Subsidiary enters into a binding agreement to consummate such Disposition) or result from such

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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) (for the avoidance of doubt, no transaction shall be made in reliance on this clause (j) during a Suspension Period);

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of any assets (including Equity Interests) acquired in connection with any Permitted Acquisition or other Investment permitted hereunder, which assets are not core or principal to the business of the Borrower and the Restricted Subsidiaries and do not exceed 30% of the assets acquired pursuant to such Permitted Acquisition or other Investment (for the avoidance of doubt, no transaction shall be made in reliance on this clause (l) during ~~the~~a Suspension Period);

(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) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Dispositions of assets that do not constitute Collateral (including Dispositions or issuance of Equity Interests in, Indebtedness of, other securities issued by, Unrestricted Subsidiaries) for Fair Market Value not in excess of ~~the greater of (x)~~ $3,000,000 ~~and (y) 10.0% of Consolidated Total Assets for the Test Period most recently ended on or prior to the date of such Disposition (measured as of the date such Disposition is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))~~ (for the avoidance of doubt, no transaction shall be made in reliance on this clause (n) during ~~the~~a Suspension Period);

(o) ~~Dispositions in connection with the Transactions~~[Reserved];

(p) ~~After the~~If, and for so long as, a Suspension Period ~~has ended~~is not then in effect, any Disposition of real property as a Sale Leaseback; provided that (i) such Sale Leaseback is made for Fair Market Value, (ii) not less than 75.0% of the consideration for such Sale Leaseback shall be received by the Borrower or its Restricted Subsidiaries shall be in the form of cash or Cash Equivalents, and (iii) any Financing Lease Obligations or Liens arising in connection therewith are permitted by Section 6.01 and 6.02, as the case may be (for the avoidance of doubt, no transaction shall be made in reliance on this clause (p) during ~~the~~a Suspension Period);

(q) ~~any merger, consolidation, amalgamation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize (i) any Domestic Subsidiary in another jurisdiction in the U.S. and/or (ii) any Foreign Subsidiary in the U.S. or any other jurisdiction;~~[Reserved];

(r) [~~r~~Reserved];

(s) each Loan Party and each of its Restricted 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 Restricted Subsidiary that is a Divided Delaware LLC; provided that upon formation of such Divided Delaware LLC, ~~the Borrower has~~such Divided Delaware LLC shall be a Restricted Subsidiary and, if the original Restricted 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 ~~to the extent applicable~~and 5.12.

Notwithstanding anything herein to the contrary, in no event shall any Loan Party or any of its Restricted Subsidiaries contribute, sell, assign, transfer or otherwise dispose of any Permitted Receivables ~~Facility~~Financing Assets, including in connection with any factoring transaction, any receivables transaction, ~~s~~Securitization ~~t~~Transaction, any facilities or programs or other similar transactions ~~relating to Permitted Receivables Facility Assets, other than pursuant to clause (g) above and any Permitted Receivables Facility Assets may not be disposed of and such disposal shall not otherwise be permitted pursuant to any other clause in this Section 6.05~~; provided that any bona fide Disposition of any Subsidiary, other minority investment, business unit or line of business by the Borrower or any Restricted Subsidiary to a third party (including to any Unrestricted Subsidiary ~~or Joint Venture~~) and not made to effectuate any Permitted Receivables Financing (or any other factoring transaction, receivables transaction, securitization transaction, facilities or program or other similar transaction) shall be permitted under and subject to the terms of any applicable exception to this Section 6.05 notwithstanding that any such Subsidiary, other minority investment, business unit or line of ~~B~~business may own Permitted Receivables Financing Assets.

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

Restricted Subsidiaries,

(c) repurchases of Indebtedness ~~to the extent permitted hereunder~~, the making of any loan to any officers or directors constituting an Investment ~~permitted under Section 6.04~~, or the making of any Investment in the Borrower or any Restricted Subsidiary that is a Guarantor or~~, to the extent otherwise not prohibited under Section 6.04,~~ 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 Restricted Subsidiaries permitted under Section 6.01,

(f) any public offering of its common stock or any other issuance or registration of its Qualified Equity Interests for sale or resale (including, for the avoidance of doubt, the making of any dividend or distribution on account of, or any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of, any shares of any class of Qualified Equity Interests), including the costs, fees and expenses related thereto,

(g) (~~i~~1) holding of any cash, Cash Equivalents and other assets received from, or Investments made by, the Borrower or any Restricted 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 (~~ii~~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) ~~performing of its obligations under the Merger Agreement and the other documents and agreement related thereto, Investments contemplated by the Transactions and transactions that are otherwise specifically permitted or expressly contemplated hereunder,~~[Reserved],

(k) [~~r~~Reserved],

(l) ~~activities reasonably incidental to the consummation of an IPO, including payment of Public Company Costs,~~[Reserved],

(m) [~~r~~Reserved],

(n) activities incidental to the businesses or activities described in the foregoing clauses, and

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(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 ~~(i)~~ Holdings shall be the continuing or surviving Person ~~or (ii) if the Person formed by or surviving any such merger, amalgamation or consolidation is not Holdings or is a Person into which Holdings has been liquidated (any such Person, the "**Successor Holdings**"), (A) the Successor Holdings shall be an entity organized or existing under the laws of the United States, any State thereof or the District of Columbia, (B) the Successor Holdings shall expressly assume all the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and thereto in form and substance reasonably satisfactory to the Administrative Agent, (C) each Loan Party other than Holdings, unless it is the other party to such merger, amalgamation or consolidation, shall have reaffirmed, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, that its Guarantee of and grant of any Liens as security for the Secured Obligations shall apply to the Successor Holdings' obligations under this Agreement, (D) the Successor Holdings shall, immediately following such merger, amalgamation or consolidation, directly or indirectly own all Subsidiaries owned by Holdings immediately prior to such transaction, (E) Holdings shall have delivered to the Administrative Agent a certificate of a Responsible Officer stating that such merger, amalgamation or consolidation complies with this Agreement and (F) Successor Holdings shall have no assets, liabilities, liens or operations other than those permitted by this Section 6.06; *provided further* that if the foregoing requirements are satisfied, the Successor Holdings will succeed to, and be substituted for, Holdings under this Agreement and the other Loan Documents; *provided further* that Holdings agrees to provide any documentation and other information about the Successor Holdings as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act.~~.

SECTION 6.07~~.~~ Negative Pledge; Subsidiary Distributions. The Borrower will not, and will not permit any Restricted 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 Restricted 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) ~~so long as no Event of Default has occurred and is continuing, any documentation relating to any Permitted Receivables Financing, (iv)~~ any documentation governing Incremental Equivalent Debt, (~~v~~iv) any documentation governing Permitted Unsecured Refinancing Debt, Permitted Equal Priority Refinancing Debt or Permitted Junior Priority Refinancing Debt, (~~vi~~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)(~~xxv), 6.01(a)~~(xxvi), 6.01(a)(xxvii) ~~and~~ , 6.01(a)(xxviii)~~,~~ and 6.01(~~vii~~a)(xxix), and (vi) any documentation governing any Permitted Refinancing incurred to refinance any such Indebtedness referenced in clauses (i) through (~~vi~~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 Restricted 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 Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to the Borrower or any Restricted Subsidiary;

(g) restrictions or conditions in any Indebtedness permitted pursuant to Section 6.01 that is incurred or assumed by Restricted 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 Restricted 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 Restricted 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 Restricted Subsidiary or the assets or property of another Restricted Subsidiary.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrower will not, and will not permit any Restricted Subsidiary to, pay or make, directly or indirectly, any Restricted Payment, except:

(i) each Restricted Subsidiary may make Restricted Payments to the Borrower or any Restricted Subsidiary (and, in the case of any such Subsidiary that is not a wholly owned Subsidiary, to each other owner of Equity Interests of such Subsidiary ratably based on their relative ownership interests of the relevant class of Equity Interests);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, following a Suspension Period, Section 6.04 (other than Section 6.04(m), (n), (q), (t), (u) and (y))

(iii) so long as no Event of Default has occurred and is continuing, Restricted Payments made in connection with any Permitted Receivables Financing[Reserved];

(iv) Holdings and the Borrower may (or may pay Restricted Payments to permit any Parent Entity thereof or any Equityholding Vehicle to) redeem, repurchase, retire or otherwise acquire in whole or in part any Equity Interests of Holdings, the Borrower or any Restricted Subsidiary or any Equity Interests of any Parent Entity or Equityholding Vehicle, in exchange for another class of Equity Interests or rights to acquire its Equity Interests or with proceeds from equity contributions or sales or issuances (other than to Holdings, the Borrower or a Restricted Subsidiary) of new shares of such Equity Interests to the extent contributed to Holdings or the Borrower (in each case other than Disqualified Equity Interests, "**Refunding Equity Interests**") substantially concurrently with such contribution or sale or issuance; *provided* that (i) any terms and provisions material to the interests of the Lenders, when taken as a whole, contained in such Refunding Equity Interests are at least as advantageous to the Lenders as those contained in the Equity Interests redeemed thereby and (ii) Holdings, the Borrower, and any Restricted Subsidiary may pay Restricted Payments payable solely in

the Equity Interests (other than Disqualified Equity Interests not otherwise permitted by

~~Section 6.01) of such Person;~~[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 Restricted 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 (x) during ~~the~~a Suspension Period, $1,000,000 in any fiscal year (and any unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years), and (y) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $~~10,000,000~~2,000,000 in any fiscal year ~~(with unused amounts in any fiscal year being carried over for no more than two succeeding fiscal years),~~ 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 ~~properly treated as a flow-through entity~~a partnership or an entity disregarded as separate from its owner for U.S. federal, state or local income or franchise tax purposes, ~~to enable Holdings or such Parent Entity to make tax distributions to its direct or indirect equity owners to pay their respective tax liabilities (including estimated payments thereof) attributable to the income of the Borrower and its subsidiaries in any taxable period; *provided* that such tax liabilities shall be calculated for each taxable year by multiplying (1) the excess of each such equity owner's allocated share of taxable income over taxable losses of the Borrower for such taxable year (or if the Borrower is a disregarded~~

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~~entity, the excess of taxable income over taxable losses of the Borrower that would exist if such excess were calculated assuming that the Borrower is a partnership~~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 ~~income~~, state, or local franchise tax purposes~~), taking into account such losses only to the extent usable against such income, determined taking into account any step-up~~, 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 ~~a direct or indirect member~~the operations of the Borrower ~~under section 743(b) or 734(b) of the Code, reduced by any losses, deductions, credits and other attributes of the Borrower (or if the Borrower is a disregarded entity, such losses, deductions, credits or other attributes of the Borrower that would exist if the Borrower is a partnership~~and its Subsidiaries, as determined for U.S. federal or applicable state or local income tax purposes~~) arising from and after the Closing Date to the extent such amounts can be used to offset such taxable income and have not previously been taken into account as an offset hereunder, by (2) the highest combined marginal U.S. federal, state and local tax rate then applicable to a natural person or corporation residing in New York City, New York or San Francisco, California (taking into account the application of the Medicare contribution tax, the character of the taxable income in question, and the alternative minimum tax rules, taking into account the character of income (long-term capital gain, qualified dividend income, etc.) and determined after giving effect to the maximum allowable deduction for state and local income taxes~~ 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) ~~for the relevant taxable period;~~ 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, 2020 which are available to offset taxable income of the Borrower or its owners (taking into account any limitations thereon) and have not been utilized to reduce taxable income 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

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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; provided, further, that to the extent a portion of the net taxable income of the Borrower is attributable to an Unrestricted Subsidiary, the tax distributions with respect to such portion shall be allowed only to the extent actual cash is received by the Borrower or its Restricted Subsidiary from such Unrestricted Subsidiary;

(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), 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 Restricted Subsidiaries, (3) fees and expenses (x) due and payable by the Borrower or any Restricted Subsidiary and (y) otherwise permitted to be paid by the Borrower and the Restricted Subsidiaries under this Agreement; *provided* that, during ~~the~~a Suspension Period, the aggregate amount of such fees and payments under clauses (x) and (y) shall not exceed $1,000,000 in any fiscal year and (4) payments that would otherwise be permitted to be paid directly by the Borrower or the Restricted 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 Restricted 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 Restricted Subsidiary ~~(and in no event shall any such contribution increase the Available Equity Amount)~~ or (y) the Person formed or acquired to merge into or consolidate or amalgamate with the Borrower or any Restricted 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

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attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries;

(G) ~~the proceeds of which shall be used by Holdings (or any other Parent Entity) to pay (i) fees and expenses related to any successful or unsuccessful equity issuance or offering or debt issuance, incurrence or offering, disposition or acquisition, Investment or other transaction permitted by this Agreement and (ii) after the consummation of an IPO described in clause (a) of the definition thereof or issuance of public debt securities, Public Company Costs; and~~[reserved]; and

(H) the proceeds of which shall be used for the payment of insurance premiums to the extent attributable to ~~any Parent Entity, the~~ Borrower and ~~their~~its subsidiaries;

(viii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, in addition to the foregoing Restricted Payments, the Borrower may make additional Restricted Payments ~~to Holdings, in an aggregate amount, not to exceed the sum of (A) the Restricted Payment Amount at such time so long as no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) (for the avoidance of doubt, no Restricted Payment shall be made in reliance on this clause (A) during the Suspension Period), *plus* (B) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Payment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period)~~; provided that~~, in the case of this clause (B),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Restricted Payment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Restricted Payment (measured as of the date such Restricted Payment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than ~~or equal to (1) during the Suspension Period, 4.00:1.00, and (2) after the Suspension Period has ended, 5.50:1.00, *plus* (C) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Payment (for the avoidance of doubt, no Restricted Payment shall be made in reliance on the Available Equity Amount during the Suspension Period)~~1.75:1.00 (for the avoidance of doubt, no Restricted Payment shall be made in reliance on this clause (viii) during ~~the~~a Suspension Period);

(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 ~~(and in no event shall such contribution or issuance so utilized increase the Available Equity Amount)~~; 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) ~~payments made or expected to made in respect of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant~~

~~and any repurchases of Equity Interests in consideration of such payments including~~

deemed repurchases in connection with the exercise of stock options and the vesting of restricted stock and restricted stock units;[Reserved];

(xi) the Borrower may make Restricted Payments to any Parent Entity to enable such Parent Entity to (A) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Permitted Acquisition (or other similar Investment) and (B) honor any conversion request by a holder of convertible Indebtedness by delivering or issuing Equity Interests and making cash payments in lieu of fractional shares in connection with any such conversion and may make required cash interest payments on convertible Indebtedness in accordance with its terms;[Reserved];

(xii) following the consummation of an IPO, and after theif, and for so long as, a Suspension Period has endedis not then in effect, the payment of Restricted Payments to Holdings or any direct Parent Entity of Holdings to fund the payment of regular dividends on such company's Equity Interests, in an aggregate amount per annum not to exceed 6.0% per annum of the aggregate amount of proceeds from suchan IPO received by, or contributed to, the Borrower or any Restricted Subsidiary; provided that, on the date of declaration of any such dividend, after giving effect to such dividend, there is no continuing Event of Default before or after giving effect thereto (for the avoidance of doubt, Restricted Payments shall not be made in reliance on this clause (xii) during thea Suspension Period);

(xiii) payments made by the Borrower or any Restricted Subsidiary in respect of withholding or similar tTaxes 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 $7,500,000;

(xiv) [rReserved];

(xv) [rReserved];

(xvi) the Borrower may make Restricted Payments, the proceeds of which are applied (A) (1) on the Effective Date, solely to effect the consummation of the Transactions and (2) on and after the Effective Date, to satisfy any payment obligations owing under the Merger Agreement (including in respect of any payments required to be made after the Effective Date in connection with, or necessary to consummate, the Transactions and the other transactions set forth in the Merger Agreement) and (B) 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 Acquisition or similar Investment, or is otherwise permitted under Section 6.03; and

(xvii) the distribution, by dividend or otherwise, of shares of Equity Interests of, or Indebtedness owed to Holdings, the Borrower or any Restricted Subsidiary by, Unrestricted

Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are cash or Cash Equivalents)~~.~~; and

(xviii) Restricted Payments to Parent, the proceeds of which are applied to pay dividends in respect of Series A and Series A-1 Preferred Stock of Parent, in an annual amount not to exceed the amount of dividends required under (x) the Certificate of Designations of Series A Convertible Perpetual Preferred Stock of Parent, executed on September 23, 2022, and (y) the Certificate of Designations of Series A Convertible Non-Voting Perpetual Preferred Stock of Parent, executed on September 23, 2022, each as in effect on the date hereof.

(b) The Borrower will not, nor will it permit any Restricted 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 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, other than payments in respect of any Restricted Junior Debt prohibited by the subordination provisions thereof or any applicable subordination agreement or Junior Priority Intercreditor Agreement;

(ii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (~~A~~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 (~~B~~2) Refinancings of Restricted Junior Debt assumed in accordance with Section 6.01(a)(vii) in connection with a Permitted Acquisition or similar Investment permitted under this Agreement (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (ii) during ~~the~~a Suspension Period);

(iii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, (~~A~~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 (for the avoidance of doubt, no cash payments of Restricted Junior Debt shall be made with cash proceeds received from the sale or issuance of Equity Interests during ~~the~~a Suspension Period) and (~~B~~2) mandatory redemptions of Disqualified Equity Interests (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iii) during ~~the~~a Suspension Period);

(iv) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Restricted Debt Payments ~~in an aggregate amount not to exceed the sum of (A) (1) after the Suspension Period has ended, the Restricted Debt Payment Amount that the Borrower elects to apply pursuant to this clause (1), plus (2) after the Suspension Period has ended, an amount not to exceed the portion, if any, of the Restricted Payment Amount that the Borrower elects to apply pursuant to this clause (2), in the case of this clause (A), so long as no Event of Default has occurred and is continuing (or would occur~~

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~~after giving pro forma effect to such action) (for the avoidance of doubt, no Restricted~~

~~Debt Payment may be made in reliance on this clause (A) during the Suspension Period), *plus* (B) the Available Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Debt Payment (for the avoidance of doubt, no transaction shall be made in reliance on the Available Amount during the Suspension Period) (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iv) during the Suspension Period)~~; provided that~~, in the case of this clause (B),~~ (x) no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action) and (y) after giving pro forma effect to such Restricted Debt Payment on a pro forma basis as of the last day of the Test Period most recently ended on or prior to such date of such Restricted Debt Payment (measured as of the date such Restricted Debt Payment is made based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b)), the Total ~~Net~~ Cash Leverage Ratio is less than ~~or equal to (I) during the Suspension Period, 4.00:1.00, and (II) after the Suspension Period has ended, 5.50:1.00, *plus* (C) the Available Equity Amount that is Not Otherwise Applied as in effect immediately prior to the time of making of such Restricted Debt Payment (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on the Available Equity Amount during the Suspension Period)~~1.75:1.00 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (iv) during ~~the~~a Suspension Period);

(v) [~~r~~Reserved];

(vi) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, Restricted Debt Payments in respect of Restricted Junior Debt incurred pursuant to Section 6.01(a)(vii) (other than Indebtedness incurred (~~A~~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 Restricted Subsidiary or was otherwise acquired by Holdings, the Borrower or a Restricted Subsidiary or (~~B~~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 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (vi) during ~~the~~a Suspension Period);

(vii) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Indebtedness that is permitted under Section 6.01 (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (vii) during ~~the~~a Suspension Period); and

(viii) ~~after the Suspension Period has ended, payments as part of an applicable high yield discount obligation or AHYDO Catch-Up Payment (for the avoidance of doubt, no Restricted Debt Payment shall be made in reliance on this clause (viii) during the Suspension Period); *provided,* that no Event of Default has occurred and is continuing (or would occur after giving pro forma effect to such action).~~[Reserved].

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(c) The Borrower will not, nor will it permit any Restricted 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 Junior Priority 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.

SECTION 6.09~~.~~ Transactions with Affiliates. The Borrower will not, nor will it permit any of ~~its respective~~the Restricted 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 ~~in a transaction~~with a fair market value in excess of ~~the greater of (x) $2,000,000 and (y) 5.0% of Consolidated Cash EBITDA for the Test Period most recently ended on or prior to the date of such transaction (measured as of the date of such transaction based upon the financial statements most recently delivered (or required to have been delivered) on or prior to such date pursuant to Section 5.01(a) or (b))~~500,000 in the aggregate in any in any fiscal year, except:

(i) transactions ~~with Holdings, the Borrower or any~~among Loan Parties or other Restricted Subsidiaries that are required to become Loan Parties pursuant to Section 5.11 of this Agreement (so long as such Restricted Subsidiary ~~(or any entity that becomes a Restricted Subsidiary as a result of such transaction~~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 Restricted 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 ~~and payments required under the Merger Agreement~~;

(iv) issuances of Equity Interests of Holdings or the Borrower to the extent not otherwise prohibited by this Agreement;

(v) (~~A~~)1) employment, consulting, severance and other service or benefit related arrangements between Holdings, the Borrower and the Restricted 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 (~~B~~)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 (~~1~~i) materially adverse to the Lenders or (~~2~~ii)

more disadvantageous to the Lenders than the relevant transaction in existence on the Effective

Date;

(vi) payments by the Borrower and the Restricted Subsidiaries pursuant to tax sharing agreements among Holdings (and any other Parent Entity), the Borrower and the Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Borrower and the Restricted 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 Restricted Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries;

(viii) transactions pursuant to permitted agreements in existence ~~or contemplated~~ 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 Restricted Subsidiary (A) to reimburse the Investors, their Affiliates and any of their respective designees for any ~~out-of-pocket~~out of pocket costs and expenses incurred, (B) for indemnification and other expenses payable to the Investors, their Affiliates and other related parties and (C) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, customary compensation to Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the Board of Directors or a majority of the disinterested members of the Board of Directors of Holdings in good faith; provided that the aggregate amount of fees paid pursuant to this clause 6.09(x)(C) shall not exceed $1,000,000 (for the avoidance of doubt, no such payments shall be made in reliance on this clause (x)(C) during ~~the~~a Suspension Period).

(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) [~~r~~Reserved];

(xiii) ~~so long as no Event of Default has occurred and is continuing, transactions in connection with any Permitted Receivables Financing~~[Reserved];

(xiv) ~~any transaction in respect of which Holdings or the Borrower delivers to the Administrative Agent a letter addressed to the Board of Directors of Holdings or the Borrower from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are no less favorable to Holdings, the Borrower or the applicable Restricted Subsidiary than might be obtained at~~

~~the time in a comparable arm's-length transaction from a Person who is not an Affiliate;~~[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 Restricted 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 Restricted 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.

SECTION 6.10~~.~~ Change in Nature of Business. The Borrower shall not, and shall cause its Restricted 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 Restricted Subsidiaries on the Effective Date or any Similar Business. Without limiting the foregoing, the Borrower shall not, and shall cause its Restricted 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 Restricted 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 Organizational Documents. The Borrower will not, and will cause each Restricted Subsidiary to not, amend 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.

SECTION 6.13~~.~~ Financial Maintenance Covenant~~.~~.

(a) Commencing with the Test Period ending December 31, ~~2023~~2024, the Borrower shall not permit the Total ~~Net~~ Cash Leverage Ratio as of the last day of any ~~such~~ Test Period to be greater than the levels in the table below (this Section 6.13(a), the "Total Cash Leverage Covenant"):

Period	Total ~~Net~~ Cash Leverage Ratio
For the Test Period ending on December 31, ~~2023~~2024	~~3.75~~6.75:~~1.00~~1.00
For the Test Period ending on March 31, ~~2024~~2025	~~4.50~~6.00:~~1.00~~1.00
For the Test Period ending on June 30, ~~2024~~ 2025	4.75:~~1.00~~1.00

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Period	Total ~~Net~~ Cash Leverage Ratio

For the Test Period ending on September 30, ~~2024~~ 2025	~~4.75~~4.25:~~1:00~~1.00
For the Test Period ending on December 31, ~~2024~~2025	~~3.50~~3.75:~~1:00~~1.00
~~Commencing with~~For the Test Period ending on March 31, ~~2025 and for each Test Period thereafter~~2026	~~2.75~~3.50:~~1:00~~1.00
For the Test Period ending on June 30, 2026	3.50:100
For the Test Period ending on September 30, 2026 and each Test Period ending thereafter	3.00:1.00

(b) Commencing with the Test Period ending ~~March~~December 31, ~~2020~~2024, the Borrower shall not permit the ~~LTV~~Contract Asset Balance Coverage Ratio as of the last day of any ~~such~~ Test Period to be greater than the levels ~~set forth~~ in the table below (this Section 6.13(b), the "~~LTV~~Asset Coverage Covenant"):

Period	**~~LTV~~Contract Asset Balance Coverage Ratio**
For the Test Period ending on December 31, 2024	0.625:1.00
~~Commencing with~~For the Test Period ending on March 31, ~~2020 through and including the Test Period ending on June 30, 2020~~2025	~~2.50~~0.625:1.00
For the Test Period ending on June 30, 2025	0.600:1.00
~~Commencing with~~For the Test Period ending on September 30, ~~2020 through and including the Test Period ending on December 31, 2020~~2025	~~2.00~~0.600:1.00
For the Test Period ending on December 31, 2025	0.600:1.00
For the Test Period ending on March 31, ~~2021~~2026	~~1.50~~0.550:1.00
~~Commencing with~~For the Test Period ending on June 30, ~~2021 through and including the Test Period ending on December 31, 2021~~2026	~~1.25~~0.550:1.00
~~Commencing with~~For the Test Period ending on ~~March~~September 30, 2026	~~1.00~~0.550:1.00
For the Test Period ending on December 31, ~~2022~~2026 and ~~for~~ each	0.500:1.00

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Period	~~LTV~~Contract Asset Balance Coverage Ratio
Test Period thereafter	

(c) ~~At all times,~~ the Borrower shall not permit the Liquidity of the Borrower and its Subsidiaries to be less than ~~$30,000,000; *provided*, that if Liquidity is less than~~, (x) during the first three fiscal quarters of the each fiscal year of the Borrower, $30,000,000 at ~~any~~all times~~, such occurrence shall not be deemed to be a breach or Default or Event of Default with respect to this Section 6.13(c) so long as (x) the Borrower has delivered notice to the Administrative Agent that Liquidity is less than $30,000,000 and the Borrower intends to effect a Liquidity Cure Contribution and (y) within ten (10) Business Days of the date on which Liquidity was less than $30,000,000, the Borrower shall have received net cash proceeds of any issuance of Qualified Equity Interests to its applicable investors or received capital contributions in the form of unrestricted cash (so long as such capital contribution is not in exchange for Disqualified Equity Interests) (any such contribution, a "**Liquidity Cure Contribution**") in an amount not less than the amount necessary to ensure that Liquidity is not less than $30,000,000~~ or (y) during the fourth fiscal quarter of each fiscal year of the Borrower, $15,000,000 at the end of each calendar month (this Section 6.13(c), the "Minimum Liquidity Covenant" and together with the Total Cash Leverage Covenant and the ~~LTV~~Asset Coverage Covenant, the "Financial Maintenance Covenants").

~~Notwithstanding anything to the contrary contained in this Section 6.13(c), (i) the aggregate amount of the Liquidity Cure Contribution (such amount, the "**Liquidity Cure Amount**") will be deemed to be an increase to unrestricted cash and Cash Equivalents owned by the Borrower solely for the purpose of measuring the Minimum Liquidity Covenant, and the Liquidity Cure Amount shall be disregarded for any other purpose under this Agreement, (ii) there shall be no pro forma or other reduction of the aggregate amount of Revolving Loans by the amount of the applicable Liquidity Cure Amount for the period for which such Liquidity Cure Contribution was made; *provided* that, any portion of such Liquidity Cure Amount that is actually applied to repay Revolving Loans shall reduce the Revolving Exposure for future periods for which Liquidity is calculated, (iii) there shall be no more than one Liquidity Cure Contribution made in any fiscal quarter, and in each four consecutive fiscal quarter period of the Borrower there shall be no more than two fiscal quarters in which a Liquidity Cure Contribution is made, (iv) during the term of this Agreement, no more than five Liquidity Cure Contributions may be made and (v) for purposes of this Section 6.13, the Liquidity Cure Amount shall be no greater than the amount required for purposes of complying with the Minimum Liquidity Covenant. Notwithstanding any other provision in this Agreement to the contrary, during any Test Period in which any Liquidity Cure Amount is included in the calculation of unrestricted cash and Cash Equivalents as a result of any Liquidity Cure Contribution, the Liquidity Cure Amount received pursuant to such Liquidity Cure Contribution shall be (A) counted solely as an increase to unrestricted cash and Cash Equivalents for the purpose of determining compliance with the Minimum Liquidity Covenant and (B) disregarded for purposes of determining the Available Equity Amount, any financial ratio-based conditions or provisions, Applicable Rate or any available basket under Article 6 of this Agreement. No Revolving Lender, Swingline Lender or Issuing Bank shall make any Revolving Loan or Swingline Loan or to issue any Letter of~~

~~Credit from and after the date that Liquidity is less than the minimum amount required at such~~

time unless and until the Liquidity Cure Amount is actually received by the Borrower.

ARTICLE 7VII

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 or any reimbursement obligations in respect of Letters of Credit 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 (i) with respect to the payment of interest, for a period of five Business Days and (ii) with respect to the payment of any fee or other amount, for a period of ten Business Days;

(c) any representation or warranty made or deemed made by or on behalf of Holdings, the Borrower or any Restricted Subsidiary in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) Holdings, the Borrower or any Restricted Subsidiary shall fail to observe or perform any covenant, condition or agreement contained in Section 5.01(a), 5.01(b), 5.01(c), 5.01(e) (and, with respect to each of the foregoing, such failure shall continue unremedied for a period of two (2) Business Days), 5.02(a), Section 5.04 (with respect to the existence of the Borrower), 5.11, 5.12(c), 5.14 or in Article 6VI; it being understood and agreed that any Event of Default under Section 6.13(a) and Section 6.13(b) (a "Financial Maintenance Covenant Event of Default") is subject to cure as provided in Section 6.13(c) and Section 7.02 and, in the case of Section 6.13(a) and Section 6.13(b) so long as the Borrower has a right to exercise the Cure Right with respect to the applicable quarter, a Financial Maintenance Covenant Event of Default shall not occur until the expiration of the fifteenthtenth Business Day subsequent to the date on which the financial statements with respect to the applicable fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable, or, in the case of Section 6.13(c), so long as the Borrower has exercised its cure rights under Section 6.13(c) with respect to the applicable period therein, and then only to the extent that, in the applicable cases, the cure amounts under Section 6.13(c) or the Cure Amount (in an amount sufficient to comply with the applicable Financial Maintenance Covenant for such period or fiscal quarter, as applicable) has not been received on or prior to such date;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Section), and such failure shall continue unremedied for a period of 30 days after the earlier of (i) the date written

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notice thereof is received by the Borrower from the Administrative Agent or (ii) actual knowledge thereof of a Responsible Officer of the Borrower;

(f) the Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer or other Disposition (including as a result of a Casualty Event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement), (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that clause (f) of this Section will apply to any failure to make any payment required as a result of any such termination or similar event), (iii) Indebtedness permitted to exist or be incurred under the terms of this Agreement that is required to be repurchased, prepaid, defeased, redeemed or satisfied (or as to which an offer to repurchase, prepay defease, redeem or satisfy is required to be made) in connection with any asset sale event, casualty or condemnation event, change of control, excess cash flow or other customary provision in such Indebtedness giving rise to such requirement to so offer or repurchase, prepay, defease, redeem or satisfy in the absence of any default thereunder or (iv) Indebtedness that is convertible in Equity Interests and converts to Equity Interests in accordance with its terms; provided that, in the case of Section 7.01(f) and this Section 7.01(g), such default has not been waived by the holders of such Indebtedness;

(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 (I) during ~~the~~a Suspension Period, $5,000,000 and (II) ~~after the~~if, and for so long as, a Suspension Period ~~has ended~~is not then in effect, $10,000,000 (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 Restricted 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) (i) an ERISA Event occurs that has resulted or could reasonably be expected to result, individually or together with all other ERISA Events that have occurred or are reasonably expected to occur, in liability of Holdings, the Borrower or any Restricted Subsidiary in an aggregate amount that has resulted, or could reasonably be expected to result in, a Material Adverse Effect, (ii) any of Holdings, the Borrower or any Restricted Subsidiary or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any payment with respect to a Multiemployer Plan, including with respect to any Withdrawal Liability under Section 4201 of ERISA, in an aggregate amount that could reasonably be expected to result in a Material Adverse Effect, or (iii) any of Holdings, Borrower or Restricted Subsidiary incurs a liability under a Foreign Pension Plan that has resulted, or could reasonably be expected to result, individually or together with any other liability under any Foreign Pension Plan or ERISA Event, in a Material Adverse Effect;

(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; ~~or~~

(n) a Change in Control shall occur; or

(o) the Borrower shall extend, or agree to extend, any Class A Revolving Commitment or the maturity of any Class A Revolving Loans to any date beyond June 30, 2025.

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 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, (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) 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, and (iii) require the deposit of cash collateral in respect of LC Exposure as provided in Section 2.05(j), in each case 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; 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 and the deposit of such cash collateral in respect of LC Exposure shall immediately and automatically become due, in each case 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.

SECTION 7.02~~.~~ Right to Cure. Notwithstanding anything to the contrary contained in Section 7.01, in the event that the Borrower fails to comply with the requirements of the Financial Maintenance Covenants described in Section 6.13(a) and Section 6.13(b), at any time from the ~~first~~last day of such applicable quarter until the expiration of the ~~fifteenth~~tenth Business Day subsequent to the date on which the financial statements with respect to such fiscal quarter (or the fiscal year ended on the last day of such fiscal quarter) are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable, the Borrower (or any Parent Entity thereof) shall have the right to issue Qualified Equity Interests or other Equity Interests reasonably satisfactory to the Administrative Agent (but excluding Disqualified Equity Interests) (each such issuance taken pursuant and in accordance with this Section 7.02, a "Specified Equity Issuance") for cash or otherwise receive cash contributions to (or in the case of any other Parent Entity, receive equity interests in the Borrower for its cash contributions to) the Equity Interests (other than Disqualified Equity Interests) of the Borrower as cash common equity or other Qualified Equity Interests or other Equity Interests reasonably satisfactory to the Administrative Agent, in each case, which are contributed to the Borrower in the form of cash (collectively, the "Cure Right"), and upon the receipt by the Borrower of the Net Proceeds of such issuance that are Not Otherwise Applied (the "Cure Amount") pursuant to the exercise by the Borrower of such Cure Right, the applicable Financial Maintenance Covenant shall be recalculated giving pro form effect to the following pro forma adjustment:

(a) (i) Consolidated ~~EBITDA and/or Consolidated~~ Cash EBITDA shall be increased with respect to such applicable fiscal quarter with respect to which such Cure Amount is received by the Borrower and any Test Period that includes such fiscal quarter, solely for the purpose of measuring the ~~applicable Financial Maintenance~~Total Cash Leverage Covenant~~(s)~~ and not for any other purpose under this Agreement, by an amount equal to the Cure Amount and (ii) with respect to the ~~LTV~~Asset Coverage Covenant, Consolidated Total ~~Net~~ Debt shall be reduced by the portion of the Cure Amount that is actually applied to prepay such Indebtedness;

(b) if, after giving effect to the foregoing recalculation, the Borrower and its Restricted Subsidiaries shall then be in compliance with the applicable Financial Maintenance Covenant~~(s)~~, the Borrower and its Restricted Subsidiaries shall be deemed to have satisfied the requirements of the applicable Financial Maintenance Covenant~~(s)~~ as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the applicable Financial Maintenance Covenant~~(s)~~ that had occurred shall be deemed cured for the purposes of this Agreement;

(c) upon the Administrative Agent's receipt of a written notice from the Borrower that the Borrower intends to exercise the Cure Right (a "Notice of Intent to Cure"), until the ~~fifteenth~~tenth Business Day following the date on which financial statements for the fiscal quarter to which such Notice of Intent to Cure relates are required to be delivered pursuant to Section 5.01(a) or 5.01(b), as applicable, neither the Administrative Agent (nor any sub-agent therefor) nor any Lender shall exercise any right to accelerate the Loans or terminate the Revolving Commitments, and none of the Administrative Agent (nor any sub-agent therefor) nor any Lender or Secured Party shall exercise any right to foreclose on or take possession of the Collateral or any other right or remedy under the Loan Documents solely on the basis of the relevant failure to comply with Section 6.13;

(d) except as set forth in clause (a)(ii) above, there shall be no pro forma or other reduction

of the amount of Consolidated Total ~~Net~~ Debt (by netting or otherwise) by the amount of the applicable Cure Amount for purposes of determining compliance with Section 6.13~~(a)~~ in the fiscal quarter in respect of which the Cure Right was exercised~~; *provided* that, any portion of such Cure Amount that is actually applied to repay Indebtedness or "netted" against such Indebtedness shall reduce Consolidated Total Net Debt in future Test Periods which include such~~ or any subsequent period including such ~~f~~Fiscal ~~q~~Quarter;

(e) notwithstanding anything herein to the contrary, (i) ~~in each four consecutive fiscal quarter period of the Borrower there shall be no more than two fiscal quarters in which~~ the Cure Right ~~is~~may not be exercised with respect to consecutive Fiscal Quarters, (ii) during the term of this Agreement, the Cure Right shall not be exercised more than ~~five~~two times and (iii) for purposes of this Section 7.02, the Cure Amount shall be no greater than the amount required for purposes of complying with the applicable Financial Maintenance Covenant~~(s)~~. Notwithstanding any other provision in this Agreement to the contrary, during any Test Period in which any Cure Amount is included in the calculation of ~~Consolidated EBITDA and/or~~ Consolidated Cash EBITDA as a result of any exercise of the Cure Right, the Cure Amount received pursuant to any exercise of the Cure Right shall be (A) counted solely as an increase to Consolidated ~~EBITDA and/or Consolidated~~ Cash EBITDA for the purpose of determining compliance with the ~~applicable Financial Maintenance~~Total Cash Leverage Covenant~~(s)~~ and (B) disregarded for purposes of determining ~~the Available Equity Amount,~~ any financial ratio-based conditions or provisions~~, Applicable Rate~~ or any available basket under Article ~~6~~VI of this Agreement;

(f) no Revolving Lender, Swingline Lender or Issuing Bank shall make any Revolving Loan or Swingline Loan or to issue any Letter of Credit from and after such time as the Administrative Agent has received the Notice of Intent to Cure unless and until the Cure Amount is actually received by the Borrower; and

(g) ~~during the Suspension Period,~~ all Net Proceeds of any such Specified Equity Issuance shall be applied to prepay Term Loans pursuant to Section 2.11(c).

SECTION 7.03~~.~~ Application of Proceeds. After ~~the~~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 ~~8~~VIII

THE ~~ADMINISTRATIVE~~ AGENTS

SECTION 8.01 Appointment of Agents.

Each of the Lenders and the Issuing Banks hereby irrevocably appoints Blue ~~Owl Capital Corporation~~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, the Lenders and the Issuing Banks, and none of Holdings, the Borrower or any other Loan Party shall have any rights as a ~~third party~~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

~~The Person serving as the Administrative~~(a) Each Agent hereunder shall have the same rights and powers in its capacity as a Lender or an Issuing Bank as any other Lender or Issuing Bank and may exercise the same as though it were not ~~the Administrative~~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 ~~the Administrative~~an Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

(b) The ~~Administrative~~ Agents shall ~~not~~ have ~~any~~no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the ~~Administrative~~ Agents shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the ~~Administrative~~ 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 ~~Administrative~~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 ~~Administrative~~ Agents shall not be required to take any action that, in ~~its~~their opinion, may expose ~~the Administrative~~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 ~~Administrative~~ 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 ~~Administrative~~ Agent or any of its Affiliates in any capacity. The ~~Administrative~~ Agents and their Related Parties shall not be liable for any action taken or not taken by ~~it~~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 ~~the Administrative~~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

~~Administrative~~ Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the ~~Administrative~~ Agents by Holdings, the Borrower, a Lender or an Issuing Bank and the ~~Administrative~~ 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 ~~4~~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 ~~Administrative~~ 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 (x) the Revolving Exposure or the component amounts thereof, (y) the Effective Yield or (z) the terms and conditions of any Intercreditor Agreement.

~~The Administrative~~(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). ~~The Administrative~~ 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, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, ~~the Administrative~~each Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless ~~the Administrative~~such Agent shall have received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. ~~The Administrative~~ 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 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 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.

~~The Administrative~~(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. ~~The Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ Agent. The ~~Administrative~~ 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 ~~Administrative~~ Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 8.03 Resignation and Replacement of Agents

~~The Administrative~~(a) Any Agent may resign upon 30 days' notice to the Lenders, the Issuing Banks 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~~, which shall be a commercial bank or trust company with an office in the United States, or an Affiliate of any such bank with an office in the United States~~ 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 ~~Administrative~~ Agent gives notice of its resignation, then the retiring ~~Administrative~~ Agent may (but shall not be obligated to) on behalf of the Lenders and the Issuing Banks, appoint a successor ~~Administrative A~~agent ~~meeting the qualifications above~~ (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 ~~Administrative~~ 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 ~~Administrative~~Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed ~~Administrative~~Collateral Agent shall continue to hold such collateral security until such time as a successor ~~Administrative~~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 ~~Administrative~~ Agent, all payments,

communications and determinations provided to be made by, to or through ~~the Administrative~~such

Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders or the retiring ~~Administrative~~ Agent appoint a successor ~~Administrative~~ 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) ~~Administrative~~ Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed ~~Administrative~~ Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 ~~Administrative~~ 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 and each Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent~~, any Joint Bookrunner, any Joint Lead Arranger~~ or any other Lender or any Issuing Bank, 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~~, any Joint Bookrunner, any Joint Lead Arranger~~ or any other Lender or any Issuing Bank, 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 (or the Amendment and Restatement Agreement, as applicable) and funding its Loans on the Effective Date or the Original Closing Date, as applicable, or delivering its signature page to an Assignment and Assumption or Incremental Facility Amendment 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 or the Original Closing Date, as applicable.

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 ~~Administrative~~ Agents on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the ~~Administrative~~Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition, the ~~Administrative~~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 ~~Administrative~~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 ~~Administrative~~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 and Section 9.17.

(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, Issuing Banks 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) or Section 6.02(xxii).

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 or any LC Disbursement 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, LC Exposure 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, the Issuing Banks 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, each Issuing Bank 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, the Issuing Banks 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).

~~Notwithstanding anything herein to the contrary, neither any Joint Bookrunner nor any Person named on the cover page of this Agreement as a Joint Lead Arranger, Joint Bookrunner, Documentation Agent or a Syndication Agent shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities provided for hereunder, including under Section 9.03, fully as if named as an indemnitee or indemnified person therein and irrespective of whether the indemnified losses, claims, damages, liabilities and/or related expenses arise out of, in connection with or as a result of matters arising prior to, on or after the effective date of any Loan Document.~~

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 ~~payable~~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 8VIII 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 9IX

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 fax, e-mail or other electronic transmission, as follows:

(a) If to Holdings or the Borrower, to, Norvax, LLC, 214 West Huron Street222 W. Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654, Attention: General Counsel, Email: BBurd@gohealth.com, with copies to, which such copies shall not constitute notice, (i) Centerbridge Partners, L.P., 375 Park Avenue, 12th Floor, New York, NY 10152, Attention: Heather Lamberton, Email: hlamberton@centerbridge.com or legalnotices@centerbridge.com and Simpson Thacher & Bartlett, LLP, 425 Lexington Avenue, Floor 26, New York, NY 10017, Attention: Brian M. Steinhardt, Email: bsteinhardt@stblaw.com;

(b) If to the Administrative Agent, to Blue OwlTorch Finance LLC, c/o Blue Torch Capital Corporation, 399 Park Avenue,LP, 150 East 358th Street, 39th Floor, New York, NY 10022, Attention: Bryan ColeNew York 10155, Email: adminagent@blueowl.com, owlrockadminagentBlueTorchAgency@alterdomus.com and dealclosing@blueowl.com with a copy to, which such copy shall not constitute notice, Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attention: Josh Holt, Email: josh.holt@lw; SEI – Blue Torch Capital Loan Ops, 1 Freedom Valley Drive, Oaks, Pennsylvania 19456, Email: bluetorch.loanops@seic.com;

(c) if to any Issuing Bank, to it at its address (or fax number or email address) most recently specified by it in a notice delivered to the Administrative Agent and the Borrower (or, in the absence of any such notice, to the address (or fax number or email address) set forth in the Administrative Questionnaire of the Lender that is serving as such Issuing Bank or is an Affiliate thereof);

(d) if to the Swingline Lender, to it at its address (or fax number or email address) most recently specified by it in a notice delivered to the Administrative Agent and the Borrower (or, in the absence of any such notice, to the address (or fax number or email address) set forth in the Administrative Questionnaire of the Lender that is serving as the Swingline Lender or is an Affiliate thereof); and

(e) if to any other Lender, to it at its address (or fax number or email address) set forth in its Administrative Questionnaire.

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 fax or other 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 or facsimile number for notices

and other communications hereunder by notice to the Administrative Agent, the Administrative Agent may change its address, or email ~~or facsimile number~~ for notices and other communications hereunder by notice to Holdings and the Borrower and the Lenders may change their address, or email ~~or facsimile number~~ for notices and other communications hereunder by notice to the Administrative Agent. Notices and other communications to the Lenders and the Issuing Banks 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 or Issuing Bank pursuant to Article ~~2~~II if such Lender or Issuing Bank, as applicable, 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, any Issuing Bank 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, the Issuing Banks 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 or the issuance, amendment, renewal or extension of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank 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, including as provided in Section 2.20 with respect to any Incremental Facilities and Section 2.24 with respect to any Loan Modification 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 or LC Disbursement (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 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(~~d~~c),

(C) postpone the final maturity date 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 postponement of any maturity date), or the date of any scheduled amortization payment of the principal amount of any Loan under Section 2.10 or the applicable Incremental Facility Amendment, or the reimbursement date with respect to any LC Disbursement, 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 in a manner that would by its terms alter the order of application of proceeds; or

(E) waive, amend or modify any provision of Section 2.11(e), Section 2.11(f), Section 2.11(g) or Section 2.18 in any manner that would alter the pro rata sharing of payments or other amounts required thereby,

provided that, any amendment, modification or waiver contemplated in clause (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) reduce the percentages set forth in the definition of "Required Lenders" or 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 as permitted by Section 6.03), in each case, without the written consent of each Lender,

(iii) reduce the percentages specified in the definition of "Required Revolving Lenders" or in the definition of "Majority in Interest" without the written consent of each Revolving Lender or 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), 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) without the written consent of each Lender,

(vi) amend, waive or otherwise modify this Section 9.02, without the written consent of each Lender,

(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, 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 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 or any Issuing Bank or the Swingline Lender without the prior written consent of the Administrative Agent or such Issuing Bank or the Swingline Lender, as the case may be,

(ix) amend, waive or otherwise modify Sections 2.11(j), 2.11(k), 4.02(d), the second sentence of Section 5.15, the proviso to the first sentence of Section 9.15, the definition of "Consolidated Cash Balance" or the definition of "Securitization Transaction" without the written consent of the Required Lenders and the Required Class A Revolving 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) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (1) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents (and to the extent such credit facilities are secured by Liens on the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens on the Collateral securing the Secured Obligations, to share ratably in prepayments with such Loans) and (2) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion, (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) upon notice thereof by the Borrower to the Administrative Agent with respect to the inclusion of any previously absent covenant or other provision, this Agreement shall be amended by an agreement in writing entered into by the Borrower

and the Administrative Agent without the need to obtain the consent of any Lender to include such covenant or other provision on the date of the incurrence of the applicable Indebtedness to the extent required by the terms of such definition or section 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 Restricted 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 (and, if a Revolving Commitment is being assigned, each Issuing Bank and the Swingline Lender), 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 and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts (including any amounts under Section 2.11(a)), 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 Revolving Commitments, Term Loans and Revolving Exposure 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 (A) to integrate any Incremental Facilities, Other Revolving Loans or Other Term Loans, (B) to integrate or make administrative modifications with respect to borrowing and issuances of Letters of Credit, (C) to integrate any terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in accordance with Section 2.20(f) and (D) to make any amendments permitted by Section 2.14(b)(ii) without the consent of any Lender or Issuing Bank, 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 each case with the holders of Indebtedness permitted by this Agreement to be secured by Liens on the Collateral. 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, (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 Sections 2.11(a) and 2.20(b)(iv) hereof) and/or (III) modify any other provision hereunder or under any other Loan Document in a manner more favorable to the then-existing Lenders or Class or Classes of Lenders, in each case in connection with the incurrence of any Incremental Facilities or other Indebtedness permitted hereunder, where the terms of any such Incremental Facilities or other Indebtedness are more favorable to the lenders thereof than the corresponding terms applicable to other Loans or Commitments then existing hereunder, and it is intended that one or more then-existing Classes of Loans or Commitments under this Agreement share in the benefit of such more favorable terms in order to comply with the provisions hereof relating to the incurrence of such Incremental Facilities or other Indebtedness. In addition, the Administrative Agent and the Borrower may, in connection with any increase to or refinancing of any Term Facility, enter into such modifications or amendments to this Agreement as shall be necessary to ensure the Initial Term Loans, 2020 Incremental Term Loans, 2021 Incremental Term Loans and/or 2021-2 Incremental Term Loans, as applicable, are held by Lenders in the same relative portions as immediately prior to such increase or refinancing.

SECTION 9.03~~.~~ Expenses; Indemnity; Damage Waiver~~.~~.

(a) The Borrower shall pay, if the Effective Date occurs, (i) all reasonable and documented or invoiced ~~out-of-pocket~~out of pocket expenses incurred by the Agents, the ~~Joint Lead Arrangers, the Joint Bookrunners,~~Lenders and their respective Affiliates (without duplication), including the

reasonable fees, charges and disbursements of ~~Latham & Watkins~~Orrick, Herrington & Sutcliffe LLP, Milbank LLP 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~~, the Joint Lead Arrangers~~ and the ~~Joint Bookrunners~~Lenders in connection with 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~~,~~ and (ii) all reasonable and documented or invoiced out-of-pocket expenses incurred by the Agents, the ~~Joint Lead Arrangers~~Lenders and their respective Affiliates, including the reasonable and documented or invoiced fees, charges and disbursements of counsel for the Agents and the Lenders and of such other counsel retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed) in connection with the enforcement or protection of their rights in connection with the Loan Documents, including their rights under this Section; provided that such counsel shall be limited to one primary counsel for the Agents and the Lenders, taken as a whole, one primary counsel for PSP, such other counsel retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed) and, if reasonably necessary, (x) one local counsel in each applicable jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions)~~ and~~, (y) a single firm of regulatory counsel~~,~~ and (~~iii~~z) ~~to~~in the ~~extent Golub Capital Markets LLC has not been appointed as Administrative Agent within 45 days after the Amendment No. 7 Effective Date, all reasonable and documented or invoiced out-of-pocket expenses incurred by Golub Capital LLC and its Affiliates, including the reasonable and documented or invoiced fees, charges and disbursements of counsel for Golub Capital LLC and its Affiliates in connection with the enforcement or protection of their rights in connection with the Loan Documents, including their rights under this Section; *provided* that such counsel shall be limited to one firm or counsel, such other counsel retained with the Borrower's consent (such consent not to be unreasonably withheld or delayed) and, if~~case of any actual or perceived conflict of interest, one additional counsel and, if reasonably necessary, ~~(x)~~ one ~~firm or~~ local outside counsel in each ~~applicable~~relevant jurisdiction ~~(which may include a single firm of special counsel acting in multiple jurisdictions) and (y) a single firm of~~and one local regulatory counsel for similarly situated affected Persons.

(b) The Borrower shall indemnify the Administrative Agent, the Swingline Lender, any Issuing Bank, ~~the Joint Lead Arrangers, the Joint Bookrunners,~~ 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 Letters of Credit 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 ~~Parties~~Persons, taken as a whole, an additional firm of counsel for PSP 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~~, the Joint Lead Arrangers, the Joint Lead Bookrunners~~ 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), the Swingline Lender, any Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners,~~ or any Related Party of the Administrative Agent, the Swingline Lender, any Issuing Bank~~, the Joint Lead Arrangers, the Joint Bookrunners~~ 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), the Swingline Lender, such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners~~ or such Related Party, 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), the Swingline Lender, such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners,~~ or against any Related Party of the Administrative Agent acting for the Administrative Agent, the Swingline Lender~~,~~ or such Issuing Bank~~, the Joint Lead Arrangers or the Joint Bookrunners~~ in connection with such capacity. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the aggregate Revolving Exposures, 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 ~~2.01~~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 ~~material~~ 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 Letter of Credit 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), 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, the Issuing Banks 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); 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) by a Revolving Lender (I) to any other existing Revolving Lender or (II) to any Person that is an Affiliate of any Revolving Lender provided that such Person is at least as creditworthy as the Revolving Lender assigning its rights and obligations under this Agreement (each such Affiliate, a "Permitted Revolving Lender Affiliate Transferee") or (4) if an Event of Default ~~under Section 7.01(a), (b), (h) or (i)~~ has occurred and is continuing ~~with respect to the Borrower~~; 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, (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 or of a Revolving Commitment to any other existing Revolving Lender or to any Permitted Revolving Lender Affiliate Transferee and (C) each Issuing Bank and the Swingline Lender (such consent not to be unreasonably withheld or delayed); provided that no consent of any Issuing Bank or the Swingline Lender shall be required for an assignment of all or any portion of a Term Loan or Initial Term Loan Commitment. 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 ~~of Term Loans~~ 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~~; *provided*, that this sentence shall not apply to the Borrower with respect to any assignment of Revolving Commitments and/or Revolving Loans~~.

(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 in the case of a Revolving Loan or Revolving Commitment, $1,000,000 (and integral multiples of $1,000,000 in excess thereof) or, in the case of a Term Loan $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, Section 2.24(h) or Section 9.02(c) shall not require the signature of the assigning Lender to become effective~~; *provided further* that such recordation fee shall not be payable in the case of assignments of Term Loans to or by any Joint Bookrunner or Affiliate thereof in connection with the primary syndication thereof or pursuant to arrangements directly related to such primary syndication contemplated as of the Effective Date~~, (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, (E) no assignment of any Loans, Commitments or any obligations in respect of LC Exposure or Swingline Exposure may be made to Holdings, the Borrower or any Subsidiary or Affiliate thereof, and (F) unless the Borrower otherwise consents, no assignment of all of the Revolving Commitment of a Lender that is also an Issuing Bank or Swingline Lender may be made unless the assignee shall be or become an Issuing Bank and/or a Swingline Lender, as applicable, and assume a ratable portion of the rights and obligations of such assignor in its capacity as an Issuing Bank and/or a Swingline Lender.

(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 and LC Disbursements 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, each Issuing Bank 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 Incremental Facilities 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, the Issuing Banks 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 ~~and~~ 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 ~~and~~ 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 and participations in Letters of Credit and Swingline 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

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) ~~(i)~~ 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.

(~~ii~~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.

(~~h~~i) Upon the cancellation or retirement of any Loans pursuant to this Section 9.04, (~~i~~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 (~~ii~~B) the Administrative Agent shall record such cancellation or retirement in the Register.

(~~i~~j) Notwithstanding anything to the contrary contained herein any Issuing Bank may, upon 30 days' notice to the Borrower and the Lenders, resign as an Issuing Bank; provided that on or prior to the expiration of such 30-day period with respect to such resignation, such Issuing Bank shall have identified, in consultation with the Borrower, a successor Issuing Bank willing to accept its appointment as successor Issuing Bank. Such successor Issuing Bank shall become a party to this Agreement as an Issuing Bank and shall assume the resigning Issuing Bank's Applicable LC Fronting Sublimit and its obligation to issue additional Letters of Credit in accordance with the terms of this Agreement. In the event of any such resignation of an Issuing Bank, the Borrower shall be entitled to appoint from among the Lenders willing to accept such appointment a successor Issuing Bank hereunder; provided that no failure by the Borrower to appoint any such successor shall affect the resignation of the relevant Issuing Bank, as the case may be. If an Issuing Bank resigns as an Issuing Bank, it shall retain all the rights and obligations of an Issuing Bank hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an Issuing Bank and all obligations (solely with respect to such Issuing Bank's LC Commitment) with respect thereto (including the right to require the Lenders to make ABR Loans or Swingline Loans pursuant to Section 2.05(f) or fund risk participations the amount of LC Disbursements made by such Issuing Bank and not reimbursed).

~~(j) Norvax shall have no rights or obligations as a Borrower hereunder until the consummation of the Merger, respectively, and any representations and warranties of Norvax hereunder shall not become effective until such time. Upon consummation of the Acquisition, the signature pages to this Agreement and the other Loan Documents submitted on behalf of Norvax, shall be deemed released, and upon consummation of the Merger, Norvax shall succeed to all the rights and obligations of Merger Sub under this Agreement, and all representations and warranties of the Norvax shall become effective as of the time of consummation of the Merger, without any further action by any Person.~~

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 and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank 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 unpaid or any Letter of Credit 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 ~~8~~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 Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. Notwithstanding the

foregoing or anything else to the contrary set forth in this Agreement or any other Loan Document, in the

event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, an Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.05(e) or (f).

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~~, the Fee Letter~~ 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. ~~Except as provided in Section 4.01, this~~ 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 ~~facsimile~~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 and each Issuing Bank 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 or such Issuing Bank, 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 or Issuing Bank, irrespective of whether or not such Lender or Issuing Bank shall have made any demand under this Agreement and although such obligations are owed to a branch or office of such Lender or Issuing Bank different from the branch or office holding such deposit or obligated on such indebtedness. The applicable Lender and applicable Issuing Bank 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 setoff and application under this Section 9.08. The rights of each Lender and each Issuing Bank, under this Section 9.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank may have. Notwithstanding the foregoing, no amount setoff from any Guarantor shall be applied to any Excluded Swap Obligation 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; *provided*, that, notwithstanding the governing law provisions of the Loan Documents, it is understood and agreed that (i) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect (as defined in the Merger Agreement) has occurred), (ii) the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof either the Borrower or its applicable affiliate has the right to terminate its obligations under the Merger Agreement or to decline to consummate the Merger and (iii) the determination of whether the Merger has been consummated in accordance with the terms of the Merger Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof shall, in each case, be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(b) Each of 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, any Issuing Bank, 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 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, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to 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 ~~solely in connection with the transactions contemplated hereby~~ (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 Issuing Bank or the relevant Lender, as applicable); provided, that unless the Borrower otherwise consents, no such disclosure shall be made by the Administrative Agent, the Issuing Bank any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent, any Issuing Bank 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) ~~necessary~~ 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 ~~each~~the case~~,~~ ~~unless specifically~~ 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, any

Issuing Bank 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 Credit Facilities, 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~~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.

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(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 Restricted Subsidiary ~~(including pursuant to a merger with a Subsidiary that is not a Loan Party or a designation as an Unrestricted Subsidiary)~~, or (2) upon notice by the Borrower to the Administrative Agent, if a Subsidiary Loan Party becomes an Excluded Subsidiary~~, including,~~ in connection with a transaction permitted under this Agreement~~, the result of which such Subsidiary Loan Party ceases to be a wholly owned Subsidiary as contemplated by the definition of "Excluded Subsidiary"~~; *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 and such transfer of Equity Interests is intended solely to obtain a release of the Guarantee, in each case as determined in good faith by the Borrower (it being understood this proviso to may not be amended without the prior written consent of the Required Lenders and the Required Class A Revolving Lenders in accordance with Section 9.02(b)(ix)). The security interests in any applicable Collateral created by the Security Documents or any applicable Guarantee shall be released, (~~a~~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, (~~b~~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 does not constitute (or ceases to constitute) Collateral, including by becoming an Excluded Asset or (~~c~~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 ~~8~~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)~~, Section~~ (only with regard to Permitted Encumbrances of the type described in clauses (c), (d), (e), (f), (h), (j), (k) and (l) of the definition thereof), 6.02(iv), ~~Section~~ 6.02(v), ~~Section~~ 6.02(vi), ~~Section~~

6.02(vii), ~~Section~~ 6.02(viii), ~~Section~~ 6.02(~~ix~~xi), ~~Section~~ 6.02(xii), ~~Section~~ 6.02(xiii), ~~Section~~ 6.02(xiv), ~~Section~~ 6.02(xv), ~~Section~~ 6.02(xvi), ~~Section~~ 6.02(xvii), ~~Section~~ 6.02(xviii), ~~Section~~ 6.02(xxi), ~~Section~~ 6.02(~~xxii), Section 6.02(~~xxiii), ~~Section~~ 6.02(xxv)~~, Section~~ (so long as a Suspension Period is not then in effect), 6.02(xxvi), ~~Section~~ 6.02(xxvii), ~~Section~~ 6.02(xxviii), ~~Section 6.02(xxix), Section 6.02(xxxi), Section~~[reserved], 6.02(xxxi) (so long as a Suspension Period is not then in effect), or 6.02(xxxiv), ~~or Section 6.02(xxxv)~~ 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~~.~~ Permitted Intercreditor Agreements~~.~~.

(a) Each of the Lenders, the Issuing Banks and the other Secured Parties acknowledges that obligations of the Borrower and the Guarantors under any Incremental Equivalent Debt, any ~~Ratio Indebtedness, any~~ Acquisition Debt, any Permitted Equal Priority Refinancing Debt and any Permitted Junior Priority Refinancing Debt may be secured by Liens on assets of the Borrower and the Guarantors that constitute Collateral. Each of the Lenders, the Issuing Banks 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, (i) from time to time upon the request of the Borrower, in connection with the establishment, incurrence, amendment, refinancing or replacement of any such Indebtedness, any applicable Intercreditor Agreement (it being understood that each of the Administrative Agent and the Collateral Agent is hereby authorized and directed to determine the terms and conditions of any such Intercreditor Agreement as contemplated by, and subject to the provisions of, the definition of the terms "Intercreditor Agreement"), and (ii) any documents relating thereto.

(b) Each of the Lenders, the Issuing Banks 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, the Issuing Banks 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 (i) to give effect to any

establishment, incurrence, amendment, extension, renewal, Refinancing or replacement of any Incremental Equivalent Debt, any ~~Ratio Indebtedness, any~~ Acquisition Debt, any Permitted Equal Priority Refinancing Debt and any Permitted Junior Priority Refinancing Debt, (ii) 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 (iii) to effect any other amendment, supplement or modification so long as the resulting agreement would constitute an Intercreditor Agreement if executed at such time as a new agreement.

(d) Each of the Lenders, the Issuing Banks 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 ~~8~~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 9.18~~.~~ Acknowledgement and Consent to Bail-In of ~~*EEA*~~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 or Issuing Bank that is an ~~EEA~~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 ~~EEA~~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 ~~an EEA~~the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an ~~EEA~~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 ~~EEA~~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 ~~any EEA~~the applicable Resolution Authority.

SECTION 9.19~~.~~ 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 Credit Facilities 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 ~~facsimile~~email or other electronic imaging means (e.g. ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart~~, and shall not be considered an electronic signature~~.

SECTION 9.20~~.~~ Other Agents and Arrangers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent~~,~~", "joint lead arranger," or "joint bookrunner" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

SECTION 9.21~~.~~ 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 Letters of Credit, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable 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 Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this

Agreement, (C) the entrance into, participation in, administration of and performance of the

Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (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 Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, Borrower, and such Lender.

(b) In addition, unless either (~~i~~1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (~~ii~~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 ~~the Joint Lead Arrangers 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~~, the Joint Lead Arrangers~~ 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 Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent ~~or the Joint Lead Arrangers~~ 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 9.22~~.~~ Acknowledg~~e~~ment 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.

~~Section 9.23. *Consummation of Merger*. It is understood that notwithstanding the execution and delivery of signature pages by Norvax with respect to this Agreement and the other Loan Documents prior to the effectiveness of the Merger, Norvax shall not be deemed to be a party to this Agreement or any other Loan Document until the consummation of the Merger. Upon consummation of the Merger, this Section 9.23 shall be of no further force or effect.~~

[Remainder of page intentionally left blank; signature pages follow]

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 11/6/2024 2:27:10 PM	
Style name: STB Option 1	
Intelligent Table Comparison: Active	
Original DMS: iw://imanage.stbglobal.com/ACTIVE/62834232/7	
Modified DMS: iw://imanage.stbglobal.com/ACTIVE/65899859/12	
Changes:	
Add	1837
~~Delete~~	2329
~~Move From~~	158
Move To	158
Table Insert	6
~~Table Delete~~	4
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4492

Exhibit 31.1

Certification

I, Vijay Kotte, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GoHealth, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [omitted];

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2024

By: /s/ Vijay Kotte

Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification

I, Brendan Shanahan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GoHealth, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) [omitted];

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2024

By: /s/ Brendan Shanahan

Brendan Shanahan
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2024

By: /s/ Vijay Kotte
Vijay Kotte
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

Certification Pursuant to
18 U.S.C. Section 1350, as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of GoHealth, Inc. (the "Company") for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2024

By: /s/ Brendan Shanahan
Brendan Shanahan
Chief Financial Officer
(Principal Financial and Accounting Officer)