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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re **UNITED SITE SERVICES, INC.** *et al.*,[1] Debtors.	Case No. 25-23630 (MBK) Chapter 11 (Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT IN CONNECTION WITH JOINT CHAPTER 11 PLAN OF UNITED SITE SERVICES, INC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

[1] The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

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NOTICE IS HEREBY GIVEN as follows:

On December 29, 2025, the above captioned debtors and debtors in possession filed their *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 16] (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the "**Plan**") and *Disclosure Statement for the Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 17] (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the "**Disclosure Statement**").[2]

On December 30, 2025, the United States Bankruptcy Court for the District of New Jersey (the "**Court**") entered an *Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing That a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief* [Dkt. No. 79] (the "**Scheduling Order**").

In accordance with the Plan and the Scheduling Order, the Debtors are hereby filing certain documents (or forms of documents), schedules, and exhibits (as may be amended, supplemented, or otherwise modified, the "**Plan Supplement**") with the Court. The Plan Supplement includes current drafts of the following documents (which remain subject to ongoing negotiations among

[2] All capitalized terms used but not otherwise defined herein have the same meanings as in the Plan.

the Debtors and interested parties in accordance with the Plan and the Restructuring Support Agreement):

Exhibit	Document
A	LLC Agreement of Reorganized Parent
B	List of Members of New Boards
C	Credit Agreement for Exit ABL Facility *(to come)*
D	Credit Agreement for Exit RCF Facility *(to come)*
E	Credit Agreement for Exit Term Loan Facility
F	Restructuring Transactions Memorandum
G	Schedule of Retained Causes of Action

The respective rights of the Debtors and certain other parties in interest are expressly reserved, subject and pursuant to the terms and conditions set forth in the Plan and the Restructuring Support Agreement (including, for the avoidance of doubt, the consent rights set forth thereunder), to amend, supplement or modify the Plan Supplement and any of the documents and designations contained herein in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules and any other Final Order of the Court.

The hearing at which the Court will consider confirmation of the Plan (the "**Confirmation Hearing**") will commence on **February 10, 2026, at 10:00 a.m. (ET)**, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Trenton, NJ 08608. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court's docket and served on all parties entitled to the notice.

The deadline for filing objections to the Plan and Disclosure Statement is **January 30, 2026, at 4:00 p.m. (ET)** (the "**Objection Deadline**"). Any objections must: (i) be in writing; (ii) comply with the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such party; (iv) state with particularity the legal and factual basis

for such objection, and, if practicable and applicable, a proposed modification to the Plan that would resolve such objection; (v) be filed with the Clerk of the Court, together with proof of service thereof; and (vi) be served by personal service, overnight delivery, or electronic mail, so as to be ***actually received*** no later than the Objection Deadline, by (a) proposed co-counsel to the Debtors, (i) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne (DDunne@Milbank.com), Samuel A. Khalil (SKhalil@Milbank.com), Matthew Brod (MBrod@Milbank.com), Lauren C. Doyle (LDoyle@Milbank.com), and Benjamin M. Schak (BSchak@Milbank.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota (MSirota@coleschotz.com), Felice R. Yudkin (FYudkin@coleschotz.com), and Daniel J. Harris (DHarris@coleschotz.com)); (b) the Office of the United States Trustee for Region 3, One Newark Center, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder (Jeffrey.M.Sponder@usdoj.gov) and Samantha S. Lieb (Samantha.Lieb2@usdoj.gov)); (c) counsel to the Ad Hoc Group, (i) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street N.W., Washington, DC 20006 (Attn: Scott L. Alberino (SAlberino@AkinGump.com)) and 2300 N. Field Street, Ste. 1800, Dallas, TX 75201 (Attn: Zach Lanier (ZLanier@AkinGump.com)) and (ii) Pashman Stein Walder Hayden, P.C., 101 Crawfords Corner Road, Ste. 4202, Holmdel, NJ 07722 (Attn: John W. Weiss (JWeiss@PashmanStein.com)); and (d) counsel to any statutory committee appointed in these Chapter 11 Cases.

All documents filed in these Chapter 11 Cases may be obtained free of charge by visiting the website of Verita Global at www.veritaglobal.net/USS. You may also obtain copies of pleadings by visiting the Court's website at https://www.njb.uscourts.gov/ in accordance with the procedures and fees set forth on that website.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or you would like to obtain additional information, contact the Solicitation Agent.

Dated: January 23, 2026

Respectfully submitted,

/s/ Michael D. Sirota

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- and -

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EXHIBIT A TO PLAN SUPPLEMENT

LLC AGREEMENT OF REORGANIZED PARENT

LIMITED LIABILITY COMPANY AGREEMENT

OF

[USS PARENTCO], LLC

(a Delaware limited liability company)

Effective as of

[•], 2026

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

LIMITED LIABILITY COMPANY AGREEMENT
OF
[USS PARENTCO], LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, the "***Agreement***") of [USS Parentco], LLC (f/k/a PECF USS Holding Corporation), a Delaware limited liability company (the "***Company***"), effective as of [•], 2026 (the "***Effective Date***"), is adopted and entered into by and among the Members from time to time party hereto and the Company.

WHEREAS, on December 29, 2025, United Site Services, Inc., a Delaware corporation, and certain of its affiliates and subsidiaries (the "***Debtors***") filed voluntary petitions for relief (the "***Chapter 11 Cases***") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "***Bankruptcy Court***");

WHEREAS, the Debtors' chapter 11 cases have been jointly administered under the case captioned *In re United Site Services, Inc. et al.*, Case No. 25-23630 (MBK);

WHEREAS, the Company indirectly owns 100% of the equity interests of the Debtors;

WHEREAS, pursuant to that certain Purchase Agreement, dated as of [the Effective Date] (the "***Purchase Agreement***"), by any among the Company and certain of the Members, such Members purchased all of the issued and outstanding equity interests of the Company;

WHEREAS, effective [upon emergence of the Debtors from the Chapter 11 Cases], the Company was converted into a limited liability company pursuant to the Act (as defined herein) by filing (i) a Certificate of Conversion with the Secretary of State of the State of Delaware on [•], 2026 and (ii) Certificate of Formation (as amended, supplemented or otherwise modified from time to time, the "***Certificate***") with the Secretary of State of the State of Delaware on [•], 2026;

WHEREAS, pursuant to that certain *Joint Chapter 11 Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates,* dated December 28, 2025 (as may be amended, modified, or supplemented from time to time in accordance with its terms, the "***Plan***") as confirmed by the Bankruptcy Court pursuant to the [*Findings of Fact, Conclusions of Law, and Order Confirming the Joint Chapter 11 Plan and Approving the Disclosure Statement as it Relates Thereto]* Docket No. [•] (the "***Confirmation Order***"), the Members will receive Membership Interests (as defined below) on account of claims held by such parties against the Debtors;

WHEREAS, the Members have subscribed for Membership Interests in the Equity Rights Offering (as defined in the Plan) and are entitled to receive Membership Interests pursuant to the terms of the Backstop Commitment Agreement (as defined below);

WHEREAS, pursuant to the Plan, all Persons (as defined below) who are issued Membership Interests or receive Membership Interests pursuant to a Transfer (as defined below) from an existing holder thereof, as applicable, must become a party to this Agreement by executing this Agreement or a Joinder (as defined below); and

WHEREAS, the Company and the Members are entering into this Agreement for the purpose of (a) governing the affairs of, and the conduct of the business of, the Company, (b) memorializing the terms of the Membership Interests and authorizing the future issuance of additional Membership Interests, including the Incentive Interests (as defined below), in accordance with this Agreement, and (c) setting forth their respective rights and obligations, in each case, as of and after the Effective Date.

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

ARTICLE I
DEFINITIONS

1.1 Definitions.

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

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

"***Affiliate***" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, and shall also include any Related Fund of such Person. The term "***control***" (including the terms "***controlled by***" and "***under common control with***") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting Securities, by contract or otherwise. The term "***Affiliated***" shall have a correlative meaning. For the avoidance of doubt, an "***Affiliate***" of a Member shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (a) is directly or indirectly managed, advised, sub-advised or controlled by such Member or any Affiliate of such Member or (b) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Member; provided, however, that an Affiliate shall not include any portfolio company of any Person (including any Member); provided, further, that limited partners, non-managing members or other similar direct or indirect investors in a Member (in their capacities as such) shall not be deemed to be Affiliates of such Member.

"***Affiliate Debt***" means any indebtedness for borrowed money that is contemplated to be issued to any Affiliate or Related Person of the Company or its Subsidiaries.

"***Apollo Member***" means [•] and its Affiliates who hold Membership Interests.

"***Backstop Commitment Agreement***" refers to the Backstop Commitment Agreement, dated as of December 28, 2025 (as amended, supplemented or otherwise modified from time to time), by and between the Debtors and the Commitment Parties party thereto.

"***Board of Managers***" means the Board of Managers of the Company provided for in Article V.

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

"***Canyon Member***" means [•] and its Affiliates who hold Membership Interests.

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

"***CastleKnight Member***" means [•] and its Affiliates who hold Membership Interests.

"***Cause***" means, unless otherwise specified in any grant award agreement between a Member and the Company or its Subsidiaries, the occurrence of any of the following events with respect to

such Member (a) failure or refusal to perform, or gross negligence or willful misconduct in the performance of, such Member's duties and responsibilities (with or without any accommodation in accordance with applicable law) or refusal or failure to comply with a lawful direction or order of the Board of Managers or any Person in such Member's reporting chain; (b) conduct that has, or could reasonably be expected to have, an adverse effect upon the Company or any of its Affiliates or any of their respective customers, suppliers, licensors, licensees, employees or other business relations (monetarily, reputationally or otherwise); (c) breach of a fiduciary duty or duty of loyalty to the Company or any of its Affiliates; (d) engagement in fraud, theft, embezzlement or misappropriation of any money or other assets of the Company or any of its Affiliates, or any other act of dishonesty by such Member; (e) commission of, indictment for (or the procedural equivalent thereof) or conviction of, or plea of guilty or nolo contendere to, any felony or any other crime involving moral turpitude (in accordance with applicable law); (f) material breach of such Member's obligations under any agreement entered into between such Member and the Company or any of its Affiliates (including any award agreement or restrictive covenant agreement); (g) the unlawful use (including being under the influence) or possession of illegal drugs by such Member, whether or not on the premises of the Company or while performing any duties or responsibilities with the Company or any of its Affiliates; (i) breach of the policies or procedures of the Company or any of its Affiliates (including policies related to sexual harassment, sexual misconduct or sex-based discrimination); or (j) act or omission aiding or abetting a Competitor of the Company, or any customer or supplier of the Company or any of its Affiliates, to the disadvantage or detriment of the Company or any of its Affiliates. Any voluntary resignation of a Member's employment or service in anticipation of a termination of such Member's employment or service by the Company or any of its Affiliates as a result of any of the events listed above shall be deemed to be a termination by the Company for Cause. Further, a Member's employment or service shall be deemed to have been terminated for Cause if, following termination of such Member's employment or services, as applicable, an act or omission is discovered (of which the Board was previously unaware) that if known at the time of termination would have justified a termination for Cause.

"***Change of Control***" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation or whether by operation of law or otherwise), of a majority of the properties or assets of the Company and its Subsidiaries, taken as a whole, to a Third Party Purchaser (or group of Affiliated Third Party Purchasers) or (b) the consummation by the Company or a Subsidiary of the Company of any transaction or series of related transactions (including any merger, recapitalization, stock issuance, consolidation or restructuring whether by operation of law or otherwise), the result of which is that the Members of the Company immediately prior to such transaction (in their capacities as such) possess less than a majority of the outstanding Membership Interests or of the membership or other equity interests of any surviving entity of any such transaction immediately after the consummation of such transaction or series of related transactions (excluding from the numerator and denominator of such calculation any Incentive Interests).

"***Chief Executive Officer***" means a natural person from time to time serving as chief executive officer of the Company.

"***Clearlake Member***" means [•] and its Affiliates who hold Membership Interests.

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

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

"***Competitor of the Company***" means (a) any Person that is identified by name on Schedule 1.1 hereto as of such time of determination, which may include one or more Investment Funds, (b) any Person that the Board of Managers determines in good faith is a direct or indirect competitor of the

Company or any of its Subsidiaries (other than investment funds and similar entities that own (directly or through Affiliates) a business that is competitive with the Company or any of its Subsidiaries but which has implemented internal controls to prevent the sharing of Confidential Information within the organization or with the management of the competitive entity) and (c) any Person that is an Affiliate of any Person referred to in clause (a) or clause (b) that is reasonably identifiable as an Affiliate of any such.

"***Credit Agreement***" means that certain amended and restated credit agreement, dated as of [•], 2026, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among [•] as the borrower, [•], as holdings, the lenders party thereto from time to time, and [•] (and its successors-in-interest), as administrative agent.

"***Disqualified Lender***" means any Person, or affiliate of such Person, identified on a disqualified lender list under Schedule [•] of the Company's Credit Agreement.

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

"***Excluded Membership Interests***" means any Membership Interests issued pursuant to any Excluded Issuance.

"***Excluded Issuances***" means any issuance of any equity Securities (including any equity Securities, debt Securities, or debt instruments, in each case, that are convertible into, or exercisable or exchangeable for, such equity Securities) (a) to Persons who are, or who are becoming, or who were employees, managers, directors, officers or consultants of the Company or any of its Subsidiaries, including in connection with a bona fide option or equity participation plan or other bona fide compensation arrangement that is duly approved by the Board of Managers (each such arrangement, a "***Management Incentive Plan***" and, any equity interests issued thereunder, Incentive Interests), (b) as part of a debt financing transaction or series of transactions involving third party lenders that are not Affiliates of the Company at such time duly approved by the Board of Managers, (c) as consideration for an acquisition, merger, a joint venture or joint venture partnership or similar transaction duly approved by the Board of Managers, (d) pursuant to conversion or exchange rights included in Securities or Indebtedness previously issued by the Company in compliance with this Agreement, (e) in connection with any pro rata equity interest split, division, dividend or similar transaction or reorganization duly approved by the Board of Managers, (f) in exchange for outstanding Indebtedness or debt Securities of the Company offered on a pro rata basis to all lenders of the relevant class in accordance with the terms of the Credit Agreement (g) offered to the public pursuant to a registration statement filed under the Securities Act, (h) in connection with the conversion of the Company to a Successor Corporation pursuant to Section 10.11(a), or (i) issued by a Subsidiary of the Company solely to the Company or another wholly-owned direct or indirect Subsidiary of the Company.

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

"***GAAP***" means United States generally accepted accounting principles in effect from time to time.

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

"***Incentive Interests***" means the Class B Membership Interests and any other Membership Interests issued under a Management Incentive Plan and designated as Incentive Interests by the Board of Managers from time to time.

"***Indebtedness***" shall have the meaning set forth in the Credit Agreement.

"***Initial Public Offering***" means (a) the initial underwritten public offering of the Membership Interests or other equity interests of the Company or any corporate successor thereto, the parent of the Company or any of their respective Subsidiaries, pursuant to an effective registration statement filed under the Securities Act, (b) a transaction with a special purpose acquisition company (SPAC) pursuant to which the Company becomes, or merges into, a public registrant under the Securities Act, or (c) a direct listing of the Membership Interests on a national securities exchange, in each case, that provides for at least $[•] in gross proceeds to the Company or any of the Company's Subsidiaries and, immediately after such Initial Public Offering, such Membership Interests or other equity interests of any of the Company's Subsidiaries is quoted or listed for trading on a National Securities Exchange.

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

"***IRS***" means the United State Internal Revenue Service.

"***Major Holder Member***" means the Clearlake Member, the Searchlight Member, the Apollo Member, the Oaktree Member, the Canyon Member and the Sixth Street Member; provided, however, that a Member shall cease to be a Major Holder Member for purposes of this Agreement if such Member ceases to own any Membership Interests.

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

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

"***National Securities Exchange***" means the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange.

"***Oaktree Member***" means [•] and its Affiliates who hold Membership Interests.

"***Percentage Ownership***" means, with respect to any Member, the fraction, expressed as a percentage, the numerator of which is the total number of Membership Interests held by such Member and the denominator of which is the total number of Membership Interests issued and outstanding at the time of determination, calculated without giving effect to any Excluded Membership Interests.

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

"***Piggyback Member***" means each Member who, as of the applicable date of determination, (a) is a Qualified Holder (as defined below), and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

"***Preemptive Rightholder***" means each Member who, as of the applicable date of determination, (a) is either (i) a Major Holder Member or (ii) the CastleKnight Member and (b) is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act); provided, however, that a Member shall cease to be a Preemptive Rightholder for purpose of this Agreement if such Member ceases to own any Membership Interests.

"***Public Offering***" means a public offering of the Membership Interests or other equity interests of the Company or any successor thereto pursuant to an effective registration statement under the Securities Act or any comparable statement under any comparable federal statute then in effect (other than any registration statement on Form S-8 or Form S-4 or any successor forms thereto).

"***Qualified Holder***" means a Major Holder Member that, (i) has a Percentage Ownership of at least five percent (5%) on the Effective Date and (ii) continues to have a Percentage Ownership of at least five percent (5%) as of the applicable date of determination.

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

"***Registrable Securities***" means all Membership Interests held by the Members, whether acquired on or after the date hereof, including (a) the Membership Interests acquired upon the exercise of a Preemptive Right, and (b) any and all Membership Interests or other equity interests issued or issuable with respect to Registrable Securities by way of split, division, dividend or similar transaction involving Membership Interests or other Securities of the Company or reorganization or in connection with any combination of Membership Interests or other Securities of the Company, recapitalization, merger, consolidation or other reorganization; provided, however, that Registrable Securities, once issued, shall cease to be Registrable Securities (i) upon the sale or disposal thereof pursuant to an effective Registration Statement, (ii) upon the sale thereof to the public pursuant to Rule 144 (or successor rule) under the Securities Act, (iii) upon the Transfer thereof in a private transaction in which the transferor's rights under this Agreement are not validly assigned in accordance with the terms of this Agreement or when such Registrable Securities are proposed to be sold or distributed by a Person not entitled to the registration rights under this Agreement or (iv) when such Registrable Securities cease to be outstanding.

"***Registration Statement***" means any registration statement filed pursuant to the Securities Act.

"***Related Fund***" means with respect to any Person, any fund, account or investment vehicle that is controlled, managed or advised by (a) such Person, (b) an Affiliate of such Person or (c) the same

investment manager, advisor or subadvisor that controls, manages or advises such Person or an Affiliate of such investment manager, advisor or subadvisor.

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

"***Restrictive Covenant Breach***" means, with respect to an Employee Redeemed Member, such Employee Redeemed Member's breach of non-disclosure, non-compete, non-solicitation, non-hire, non-disparagement, confidentiality, invention assignment, work product, work-for-hire, intellectual property protection or assignment or other restrictive covenants between such Employee Redeemed Member and the Company or any of its Subsidiaries.

"***ROFO Rightholder***" means each Member who (a) is either (i) a Major Holder Member or (ii) the CastleKnight Member, (b) has a Percentage Ownership of at least five percent (5%) on the Effective Date and (c) continues to have a Percentage Ownership of at least five percent (5%) as of the applicable date of determination; provided, however, that a Member shall cease to be a ROFO Rightholder for purposes of this Agreement if such Member ceases to own any Membership Interests.

"***Searchlight Member***" means [•] and its Affiliates who hold Membership Interests.

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

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

"***Sixth Street Member***" means [•] and its Affiliates who hold Membership Interests.

"***Supermajority Holders****"* means a Member or group of Members having a collective Percentage Ownership of at least 66.67% at the applicable time.

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

"***Subsidiary Governing Body***" means the board of directors, the board of managers or other governing body (including any committee of any such governing body) of each Subsidiary of the Company.

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

"***Transfer***" means any direct or indirect transfer, sale, assignment, pledge, hypothecation or other disposition (including a participation) of any Membership Interest, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose (including

a participation) of any Membership Interest, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; provided, however, that (a) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (b) with respect to any Member that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; (c) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-control interest in any Member or entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof; and (d) the change of an Investment Manager of a Member that does not also result in the Transfer of the underlying beneficial interest in Membership Interests of such Member will not be deemed to be a Transfer for purposes hereof. The term "***Transferred***" shall have a correlative meaning.

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

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

Term | Page No.

ARTICLE II
THE COMPANY AND ITS BUSINESS

2.1 Formation. The Members hereby agree to continue the Company, which was converted from a corporation and formed pursuant to the provisions of the Act on [●], 2026, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the Act. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Company Name. The name of the Company is "[USS Parentco], LLC". The Board of Managers may (without the consent of any Member) change the Company's name at any time and from time to time in accordance with the provisions of the Act.

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

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

2.5 Offices. The principal office of the Company shall be established and maintained at [•] or at such other or additional place or places as the Board of Managers shall determine from time to time ("***Principal Office***"). The Company may have other offices at such place or places as the Board of Managers may from time to time designate.

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

2.7 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and each other jurisdiction in which the Company shall own property or conduct business. [•] was designated as an "authorized person," within the meaning of the Act, to execute, deliver and file the Certificate and the execution, delivery and filing of the Certificate is hereby ratified.

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

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

ARTICLE III
CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 Admission.

(a) On the Effective Date, each of the Members (i) has exchanged, or is deemed to have exchanged, directly or indirectly, with or for the benefit of the Company, such Member's First Lien Secured Claims (as defined in the Plan) for newly authorized and issued Membership Interests as set forth on the Register of Members and (ii) received newly authorized and issued Membership Interests in consideration for the subscription price paid pursuant to the terms of the Backstop Commitment Agreement. Such exchange and subscription, as applicable, shall be deemed capital contributions from the Members to the Company. Pursuant to the Plan and the Confirmation Order, (i) all limited liability company interests, interests as a member, stock, equity interests, or any other ownership interests or other Securities, including any options, warrants, convertible debt obligations, incentive interests or similar Securities, in each case, issued by the Company prior to the Effective Date are hereby cancelled and extinguished and of no further force or effect, (ii) each Member consents to such cancellation and extinguishment, and (iii) each Member is automatically deemed to have accepted the terms of this Agreement (in its capacity as a Member of the Company) and become a party hereto as a Member as if, and with the same effect as if, such Member had delivered a duly executed counterpart signature page to this Agreement, in each case, without any further action by any party. After giving effect to the transactions set forth in this Section 3.1(a), each Member holds the Membership Interests set forth on the Register of Members opposite such Member's name. Notwithstanding anything to the contrary contained herein, no further approval

of the Board of Managers, any Member or any other Person shall be required with respect to the foregoing.

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

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

3.2 Additional Capital Contributions. No Member shall be obligated to make any Additional Capital Contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (other than initial Capital Contributions) shall be deemed to be an "***Additional Capital Contribution***" by such Member for the purposes of this Agreement, and the Register of Members shall be amended at the time of such Additional Capital Contribution by the Board of Managers (or by the transfer agent upon instruction by the Board of Managers) to reflect such contribution.

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

3.4 Distributions. No Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members, subject to the restrictions set forth in the Act. All distributions, dividends, or redemptions shall be made to or among Members pro rata in accordance with the Membership Interest held by each Member; provided, however, that (a) the Incentive Interests may, by their terms (including any terms of such Incentive Interest set forth in their applicable grant agreement, award agreement or Management Incentive Plan), which terms must be approved by the Board of Managers, provide for or result in non-pro rata distributions, dividends, or redemptions among the Members, the Membership Interests, and/or the Incentive Interests (including, for the avoidance of doubt, that any or all of the Incentive Interests may not have a right to nor participate in distributions, dividends or redemptions unless or until certain specified thresholds or hurdles are satisfied); (b) no unvested Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers; and (c) no vested Incentive Interests shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless and until otherwise determined by the Board of Managers or expressly authorized by the terms of the applicable grant document, award agreement or Management Incentive Plan granting and governing such vested Incentive Interest (in each case which document, agreement or form of document or agreement has been approved by the Board of Managers).

ARTICLE IV
MEMBERSHIP INTEREST

4.1 Membership Interest.

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

(i) Class A Voting Interests (collectively, the "***Class A Membership Interests***"); and

(ii) Class B Non-Voting Interests, which are intended to be issued as incentive units to current or prospective employees or other service providers of the Company and its Subsidiaries (collectively, the "***Class B Membership Interests***").

(b) The Membership Interests shall be in such amounts as initially set forth on the Register of Members. The initial aggregate amount of Membership Interests issued and outstanding after consummation of the transactions described in Section 3.1(a) shall be [•] Membership Interests. All Class A Membership Interests shall have identical rights in all respect as all other Class A Membership Interests except as otherwise expressly specified in this Agreement. The holders of Incentive Interests shall not be treated as, and shall not have any voting or any other rights of, Members other than the right to receive distributions pursuant to Section 3.4 (but subject to the terms of such Incentive Interests, including in an applicable grant document, award agreement or Management Incentive Plan) and the obligations applicable to Members in Article IX or Article XII or as otherwise explicitly provided herein or by the Board of Managers. In addition to the provisions set forth in this Agreement, the Incentive Interests shall be subject to vesting, forfeiture, termination and other provisions to be set forth in the applicable grant document, award agreement or Management Incentive Plan pursuant to which such Incentive Interests were issued.

(c) For the avoidance of doubt, any actions taken by the Board of Managers (including amendment of this Agreement) in connection with the creation or maintenance of Incentive Interests, including (i) creating any new classes of ownership interests which may be designated as 'Incentive Interests' and (ii) modifying or canceling any existing Incentive Interests, shall not require the consent of Members pursuant to Sections 9.9 or 12.4 and shall constitute and be deemed to be a Permitted Amendment (as defined below).

4.2 Designation of Membership Interest. The Board of Managers shall have the power to designate the ownership interests in the Company into one or more additional classes and/or series of Membership Interests, to increase the aggregate amount of Membership Interests and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and, subject to Sections 9.9 and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, a "***Permitted Amendment***").

4.3 Issuance of Membership Interests; Register; Transfer. Subject to Sections 3.2 and 9.9, the Board of Managers may issue additional Membership Interests (including Incentive Interests) from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Membership Interests, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine, whose determination shall be conclusive. The Board of Managers may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine, whose determination shall be conclusive.

4.4 Certificates. The Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing the Membership Interests. Each certificate evidencing its Membership Interests shall bear an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law. In case any officer of the Company who shall have signed, or whose facsimile or electronic signature shall have been placed on, any certificate evidencing Membership Interests shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Company, such certificate may nevertheless be issued and delivered by the Company as though the person who signed such certificate, or whose facsimile or electronic signature shall have been placed thereon, had not ceased to be such officer of the Company. Each certificate evidencing its Membership Interests, if any, shall bear (or, if uncertificated, shall be deemed to bear) an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law, including a legend in substantially the following form with respect to each certificate (if certificated):

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON DATE OF ISSUANCE AND THE OFFER AND SALE OF THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND APPLICABLE STATE SECURITIES LAWS. THE SECURITIES ARE ALSO SUBJECT TO THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF [USS PARENTCO], LLC (THE "COMPANY"), DATED AS OF [ ], 2026, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

4.5 Fractional Membership Interests. Any fraction of a Membership Interest will be issued as a corresponding fractional Membership Interest computed to five (5) decimal places.

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

4.7 No Appraisal Rights. The Members agree that no appraisal rights, dissenter's rights or other similar rights shall be available with respect to the Membership Interests, and waive all such rights in connection with any amendment of this Agreement or the Certificate of Formation, any merger or consolidation in which the Company is a constituent party, any conversion of the Company to another business form, any division of the Company into two or more other entities, any transfer to or domestication in any jurisdiction by the Company, the sale of all or substantially all of the Company's assets or otherwise.

ARTICLE V
MANAGEMENT OF THE COMPANY

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

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

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall initially consist of nine (9) natural persons, comprised initially of the following: (X) (i) three (3) Managers appointed by the Clearlake Member, (ii) two (2) Managers appointed by the Searchlight Member, and (iii) one (1) Manager appointed by the Apollo Member (each, an "***Individual Holder Manager***"); (Y) two (2) Managers jointly appointed by the Oaktree Member, the Canyon Member and the Sixth Street Member (each, a "***Joint Holder Manager***" and, together with each Individual Holder Manager, the "***Major Holder Managers***"); and (Z) one (1) Manager who shall be the Chief Executive Officer of the Company (the "***CEO Manager***"), in each case, as set forth on Schedule 5.3(a); provided, however, that (A) if any of the Managers to be appointed pursuant to this Section 5.3(a) have not been appointed as of the Effective Time, then, subject to Section 5.3(a)(viii), such position(s) on the Board of Managers shall be vacant until such time as the Member or Members that have a right to appoint such Manager appoint(s) such Manager (or until such time as such Member or Members are no longer entitled to appoint a Manager pursuant to this Section 5.3(a), in which case such vacancy shall be filled pursuant to the terms of this Agreement), and (B) the foregoing appointment rights shall be subject to the following:

(i) So long as the Clearlake Member continues to hold a Percentage Ownership of at least thirty percent (30%) (but less than fifty percent (50%)), the Clearlake Member shall be entitled to appoint three (3) Individual Holder Managers; so long as the Clearlake Member holds a Percentage Ownership of at least fifteen percent (15%) (but less than a Percentage Ownership of thirty percent (30%)), the Clearlake Member shall be entitled to appoint two (2) Individual Holder Managers; and so long as the Clearlake Member holds a Percentage Ownership of at least ten percent (10%) (but less than fifteen percent (15%)), the Clearlake Member shall be entitled to appoint one (1) Individual Holder Manager. If at any time the Clearlake Member holds a Percentage Ownership of at

least fifty percent (50%), then the Clearlake Member shall be entitled to appoint five (5) Individual Holder Managers.

(ii) So long as the Searchlight Member continues to hold a Percentage Ownership of at least fifteen percent (15%), the Searchlight Member shall be entitled to appoint two (2) Individual Holder Managers; and so long as the Searchlight Member holds at least a Percentage Ownership of ten percent (10%) (but less than fifteen percent (15%)), the Searchlight Member shall be entitled to appoint one (1) Individual Holder Manager. If at any time the Searchlight Member holds at least a Percentage Ownership of thirty percent (30%) (but less than fifty percent (50%)), the Searchlight Member shall be entitled to appoint three (3) Individual Holder Managers, and if the Searchlight Member holds a Percentage Ownership of at least fifty percent (50%), the Searchlight Member shall be entitled to appoint five (5) Individual Holder Managers.

(iii) So long as the Apollo Member continues to hold a Percentage Ownership of at least ten percent (10%), the Apollo Member shall be entitled to appoint one (1) Individual Holder Manager. If at any time the Apollo Member holds a Percentage Ownership of at least fifteen percent (15%) (but less than thirty percent (30%)), the Apollo Member shall be entitled to appoint two (2) Individual Holder Managers, if the Apollo Member holds a Percentage Ownership of at least thirty percent (30%) (but less than fifty percent (50%)), the Apollo Member shall be entitled to appoint three (3) Individual Holder Managers, and if the Apollo Member holds a Percentage Ownership of at least fifty percent (50%), the Apollo Member shall be entitled to appoint five (5) Individual Holder Managers.

(iv) So long as the Oaktree Member, the Canyon Member and the Sixth Street Member, collectively continue to hold a Percentage Ownership of at least fifteen percent (15%) in the aggregate, such Members shall be entitled to appoint two (2) Joint Holder Managers; and so long as they collectively hold at a Percentage Ownership of least ten percent (10%) (but less than fifteen percent (15%)), they shall be entitled to appoint one (1) Joint Holder Manager; provided that at least one Joint Holder Manager shall qualify as "independent" under NYSE rules (the "***Independent Manager***"); provided, further, that if the Oaktree Member, the Canyon Member and the Sixth Street Member pursuant to this Section 5.3(a)(iv) lose the right to appoint two (2) Joint Holder Managers but retain the right to appoint one (1) Joint Holder Manager, such Independent Manager shall automatically resign as a Manager.

(v) In each case described in this Section 5.3(a), the size of the Board of Managers shall be increased as necessary to accommodate such appointment rights; provided, that in no event shall the Board of Managers have more than ten (10) Major Holder Managers.

(vi) If the number of Managers any Member is entitled to appoint decreases under this Section 5.3(a), (X) such Member's applicable designated Manager(s) shall be deemed to have automatically resigned from the Board of Managers effective immediately upon such decrease (with the specific seat(s) subject to resignation designated by the applicable Member, and if not designated within five (5) Business Days after request, determined by the Chairperson in consultation with the remaining Major Holder Managers), and (Y) with respect to each vacancy created thereby (1) in the case of a vacancy of a Major Holder Manager appointment right that was in effect on the Effective Date, such vacancy shall be filled by appointment of a Manager by a majority of the remaining Major Holder Managers, to serve in such capacity until the next annual meeting of the Members or applicable written consent of the Members appointing a replacement

thereof, and any such appointee shall be deemed to be a Major Holder Manager for all purposes hereunder (a "***Replacement Manager***"); provided, however, that (x) following the appointment of a Replacement Manager, in the event a Major Holder Member(s) becomes entitled to appoint an additional Major Holder Manager(s) in accordance with this Section 5.3(a), the Replacement Manager (or, if there is more than one Replacement Manager appointed at such time, the Replacement Manager determined by the Chairperson in consultation with the remaining Major Holder Managers) shall automatically resign and such Major Holder Member(s) shall appoint a Major Holder Manager to fill the vacancy created by such resignation and (y) if such vacancy occurs in connection with a Transfer where a Major Holder Member becomes entitled to appoint an additional Manager(s) in accordance with this Section 5.3(a), a Replacement Manager shall not be appointed (and, for the avoidance of doubt, such Major Holder Member shall be permitted to appoint an additional Manager(s) in accordance with this Section 5.3(a)) or (2) in the case of a vacancy of a Major Holder Manager appointment right that was not in effect on the Effective Date, the size of the Board of Directors shall be automatically reduced by one (1) Manager.

(vii) The right to appoint a Major Holder Manager shall not be assignable by any Major Holder Member.

(viii) Subject to Section 5.3(a)(v), (x) each of the Clearlake Member, the Searchlight Member or the Apollo Member may at any time, in lieu of appointing all Individual Holder Managers that such Major Holder Member is entitled to appoint pursuant to this Section 5.3(a), elect to allocate to any Individual Holder Manager(s) appointed by such Major Holder Member the vote(s) of any such unappointed Individual Holder Manager(s) and (y) the Oaktree Member, the Canyon Member and the Sixth Street Member may at any time, in lieu of appointing all Joint Holder Managers that such Major Holder Members are collectively entitled to appoint pursuant to this Section 5.3(a), elect to allocate to any Joint Holder Manager appointed by such Major Holder Members the vote of such unappointed Joint Holder Manager, and, in each case of the foregoing (x) and (y), there shall be no vacancy on the Board of Managers as a result of any such designation.

The initial Board of Managers shall serve a two-year term from the Effective Time (the "***Initial Term***") and shall serve until their successors are elected and/or appointed, as applicable. Each Manager on the Board of Managers shall serve until his or her incapacity, death, removal or resignation and until his or her successor is elected and/or appointed, as applicable, by the Members entitled to designate such Manager pursuant to this Section 5.3(a). Thereafter, and only to the extent not subject to the Members' rights to appoint Managers pursuant to this Section 5.3, the Board of Managers shall be elected by majority vote at each annual meeting of the Members (or by action by written consent pursuant to Section 6.11), and any such Manager shall be deemed to be a Major Holder Manager for all purposes hereunder. No director, officer, manager, employee, agent, representative or direct or indirect equityholder of a Disqualified Lender may be appointed as a Manager (including, for the avoidance of doubt, as a Major Holder Manager).

(b) If at any time a vacancy is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager, subject to Section 5.3(a)(vi) and Section 5.3(e), the seat shall be filled by an individual, who shall be appointed by (x) the Members entitled to designated such Manager pursuant to Section 5.3(a) or (y) if such Manager was not subject to a specific Member appointment right pursuant to Section 5.3(a), the remaining Major Holder Managers, to serve in such capacity until the next annual meeting of the Members or applicable written consent of the Members appointing a replacement thereof.

(c) Each Major Holder Member that has a Percentage Ownership of at least five percent (5%) shall have the right to designate one (1) individual to attend all meetings of the Board of Managers as an observer (the "***Observer***"). Each Observer shall have the right to attend such meetings of the Board of Managers and any committees thereof and must be given the opportunity to participate in such meeting telephonically or through other virtual means of communication (e.g., by providing dial-in instructions or a hyperlink to a Zoom, Microsoft Teams or similar conference) to the extent the Board of Managers or any committees thereof is not prohibited from holding telephonic meetings or meetings through other means of communication, as applicable, under the Act or this Agreement, and have full access to any materials distributed to the Board of Managers or any committee thereof; provided, however, that the Company reserves the right to exclude any Observer from access to any material or meeting or portion thereof if the Board of Managers determines in good faith, whose determination shall be conclusive, that (i) such exclusion is reasonably necessary to preserve any applicable privilege, including the attorney-client or work product privilege between the Company or any of its Affiliates and its counsel, (ii) such exclusion is reasonably necessary to avoid a conflict of interest or disclosure that is restricted by any bona fide agreement to which the Company or any of its Affiliates is a party or otherwise bound, or that would violate any such agreement, or (iii) such exclusion is reasonably necessary to avoid a violation of any applicable laws or regulations. The Observers shall be entitled to notice of all meetings of the Board of Managers or any committees thereof in the same manner and at the same time as notice is sent to, and shall be sent copies of all notices, reports, minutes, consents and other documents at the time and in the manner as they are provided to, members of the Board of Managers or any committees thereof, except with respect to information from which the Board of Managers has determined in good faith, whose determination shall be conclusive, to exclude from each Observer pursuant to the proviso in the foregoing sentence. Each Observer shall be required to execute a customary confidentiality agreement and such other reasonable and customary agreements reasonably acceptable to the Company prior to attending such meetings or receiving any written materials to be discussed at such meetings. Each Observer may be removed at any time, with or without cause, by the Major Holder Member that appointed such Observer. Such right to appoint an Observer, such Observer's right to attend any meetings of the Board of Managers and receive copies of notices, memoranda, presentations and other materials, and any other rights granted to the Observer under this Agreement (including any rights to notice) shall expire without requiring any further action immediately upon the failure of such Major Holder Member to continue to qualify to appoint an Observer hereunder. If at any time an Observer position is vacant by reason of the incapacity, death, removal or resignation of such Observer (other than the removal or resignation of such Observer as a result of the failure of the applicable Major Holder Member to continue to qualify as a Major Holder Member), the vacancy shall be filled by another individual selected by the applicable Major Holder Member. The right to appoint an Observer shall not be assignable by any Major Holder Member. In addition to the foregoing, the Board of Managers may, in its discretion, appoint up to two (2) Observers with a majority vote of the Major Holder Managers.

(d) All Managers and Observers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers. Only the Managers who are not full-time employees of the Company or the Major Holder Members shall be entitled to compensation in consideration for their service on the Board of Managers, which compensation, if any, shall be set by the Board of Managers from time to time; provided, that if the Board of Managers approves compensation for any Individual Holder Manager or Joint Holder Manager who is not a full-time employee of the Major Holder Member(s) who appointed such Individual Holder Manager or Joint Holder Manager (the "***Appointing Members***"), then, the Company shall pay equivalent compensation to each Major Holder Manager that is not a full-time employee of the Major Holder Member(s) appointing such Major Holder Manager.

(e) All or any number of the Managers may be removed at any time, with or without cause, by the Member or Members entitled to designate such Manager pursuant to Section 5.3(a). If the CEO Manager ceases to be the Chief Executive Officer of the Company for any reason, the CEO Manager shall be automatically removed and deemed to have resigned from the Board of Managers, and any vacancy created thereby shall remain vacant until a successor Chief Executive Officer is appointed or the Major Holder Managers agree by majority vote to appoint another Manager in lieu of the Chief Executive Officer.

(f) The initial Chairperson shall be appointed by the Clearlake Member (the "***Initial Chairperson***"). So long as the Clearlake Member continues to hold a Percentage Ownership of thirty percent (30%), the Clearlake Member shall be entitled to select the Chairperson. Thereafter, a member of the Board of Managers shall be elected to serve as Chairperson by the majority of the Major Holder Managers. For clarity, the Chairperson shall not have a casting vote on any decisions of the Board.

(g) Any Manager or Observer may resign at any time by so notifying the Chairperson in writing; provided, the Chairperson may resign by notifying each of the other Manager in writing. Such resignation shall take effect upon receipt of such notice by the Chairperson or the Managers, as applicable, or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

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

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice (which may be delivered via email) shall be required with respect to any meeting of the Board of Managers, and written notice (which may be delivered via email) of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers then in office in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager then in office at least twenty-four (24) hours before the time of such meeting. Notice of any meeting need not be given to (x) any Manager then in office who shall submit, either before, during or after such meeting, a signed waiver of notice or (y) the CEO Manager, if the presence of the CEO Manager at such meeting could give rise to a conflict of interest. Any such notice shall be sent to each Manager at such Manager's usual or last known business or residence address or electronic mail address, as applicable. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of the number of Major Holder Managers then in office whose votes would be required to approve a decision of the Board pursuant to Section 5.5(c); provided, that if less than all Major Holder Managers appointed by a Major Holder Member are present at a duly convened meeting of the Board of Managers, those Major Holder Managers appointed by such Major Holder Member who are present at such meeting shall be entitled to cast the votes that would have otherwise been cast by such absent Major Holder

Managers and the absence of such Major Holder Managers shall be disregarded for purposes of determining whether or not there is a quorum.

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

(c) Subject to Section 5.6, all decisions made by the Board of Managers will require the affirmative vote of at least six (6) Major Holder Managers; provided, that following the sixth (6th) anniversary of the Effective Date, only the approval of five (5) Major Holder Managers shall be required to approve a sale of the Company, recapitalization or other any transaction that would result in a Change of Control of the Company (for the avoidance of doubt, a Transfer by a Member solely in accordance with Section 9.3, Section 9.4(a) or Section 9.5 that results in a Change of Control of the Company will not require approval from the Board of Managers). At any time that the number of Major Holder Managers on the Board of Managers exceeds eight (8) (any such additional Major Holder Managers, the "***Additional Managers***");), the number of Major Holder Managers required to approve any decision of the Board of Managers pursuant to this paragraph will be automatically increased by the number of Additional Managers on the Board of Managers at such time. Each Major Holder Manager will have one vote on all decisions to be made by the Board of Managers, and the CEO Manager will not have a vote on any decisions to be made by the Board of Managers.

5.6 Executive Committee. The Board of Managers shall form a committee (the "***Executive Committee***") comprised of Managers appointed by Major Holder Members who (i) on or at any time after the Effective Date held a Percentage Ownership of at least eighteen percent (18%) and (ii) continues to hold a Percentage Ownership of at least fifteen percent (15%). For the avoidance of doubt, (x) only Members who are Major Holder Members may appoint Managers to the Executive Committee and (y) as of the Effective Date, only the Clearlake Member and the Searchlight Member are entitled to appoint Managers to the Executive Committee. Any member of the Executive Committee shall be automatically removed from the Executive Committee at such time as the Major Holder Member who appointed such Manager to the Executive Committee no longer holds a Percentage Ownership of at least fifteen percent (15%). Notwithstanding anything to the contrary contained in this Agreement or the Certificate, the Company shall not, and shall not permit any of its Subsidiaries to, do or cause to be done any of the following (each, an "***Executive Committee Matter***"), unless such Executive Committee Matter has been approved by the Executive Committee (as set forth below).

(a) enter into or consummate an acquisition, merger, joint venture, strategic alliance or similar transaction that involves the payment of consideration by the Company or its Subsidiaries in excess of $25,000,000 for any single transaction or $75,000,000 in the aggregate for all such transactions in any calendar year;

(b) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise, any funded Indebtedness that would result in the Company's total leverage ratio under the Credit Agreement increasing by more than 1.0x (measured immediately before and after the creation, incurrence, issuance, assumption or guarantee of such funded Indebtedness);

(c) approve any Management Incentive Plan (or material amendments thereto) that contemplates the issuance of equity Securities of the Company in excess of twelve percent (12%) of the fully diluted equity of the Company; provided, that any Management Incentive Plan that contemplates the issuance of equity Securities in excess of fifteen percent (15%) of the fully diluted equity of the Company shall require the approval of Members collectively holding a Percentage Ownership of at least seventy-five percent (75%); and

(d) hire or terminate the Chief Executive Officer of the Company.

All decisions of the Executive Committee will require the approval of each Manager on the Executive Committee at the relevant time of determination. For the avoidance of doubt, if there shall cease to be any Managers on the Executive Committee no consent of the Executive Committee shall be required for any Executive Committee Matter. The right to appoint a Manager to the Executive Committee (or otherwise consent to an Executive Committee Matter) shall not be assignable.

5.7 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting if at least the number of Major Holder Managers that would be necessary to authorize or take such action at a meeting of the Board of Managers (or such committee) under this Agreement consent in writing to such action. Such consent shall have the same effect as a vote of the Board of Managers. Any action proposed to be taken by the Board of Managers or any committee thereof by written consent shall be circulated to each Manager entitled to vote thereon for review prior to execution by any Manager. Following execution of such written consent by the number of Managers necessary to authorize such action, a copy of the fully executed written consent shall be promptly circulated to all Managers, including any Managers who did not execute such written consent.

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

(c) Managers and each Observer (subject to Section 5.3(c)) may attend and participate in any meeting of the Board of Managers (or any committee thereof) by conference telephone or electronic media or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting; provided, that the Board of Managers may, in its discretion, invite individuals who are not Managers or Observers to attend a meeting of the Board of Managers (or any committee thereof); provided, further, that the Board of Managers may, in its discretion and upon written notice to any Observer, exclude such Observer from any portion of any meeting of the Board of Managers in which the Board of Managers is discussing or considering a transaction involving such Observer or an Affiliate thereof or if such Observer or any Affiliate thereof would otherwise be reasonably likely to receive direct or indirect financial benefit from such proposed transaction in material disproportion to the other Members.

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

assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it. Each such committee shall have the same composition as the Board of Managers or provide for proportionate approval mechanisms.

5.8 Officers.

(a) All officers of the Company shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer, or if there is no Chief Executive Officer, the Chairperson, unless otherwise directed by the Board of Managers. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company. The following Persons shall be admitted as officers of the Company, in the office(s) set forth opposite their respective name, as of the Effective Date:

Person	**Office(s)**
[•]	[•]

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

5.9 Terms of Office; Resignation; Removal.

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

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

(c) Each officer shall be subject to removal by the Board of Managers, at any time, with or without Cause.

5.10 Subsidiary Governing Bodies. The Company agrees to take all necessary and desirable actions to ensure that each Subsidiary Governing Body of the Company does not adopt any resolutions, execute any consents, grant any approvals or take any other action, or otherwise cause or permit any such Subsidiary to do anything, that would be inconsistent with, or contrary to, any resolution, consent, approval or other action adopted, executed, granted or taken by the Board of Managers, or that would be in subversion

of the rights of the Members under this Agreement or that would otherwise be a breach of this Agreement if the Company did the same.

5.11 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into any transaction, agreement or arrangement with any Related Person unless such transaction, agreement or arrangement is (i) a bona fide transaction, (ii) on arms' length terms and (iii) approved by a majority of the disinterested Major Holder Managers (which for the avoidance of doubt shall not include any Manager appointed by applicable Related Person or its Affiliates) and in accordance with Section 5.5(c). The approval requirements under this Section 5.11 will not apply to (i) offerings of equity Securities or Indebtedness in accordance with Section 9.9 and (ii) compensation and benefits provided to Managers (subject to the requirements of this Agreement) or any managers, directors, officers or employees of the Company and its Subsidiaries.

ARTICLE VI
MEMBERS AND MEETINGS

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

6.2 Admission of New Members. New Members may be admitted (i) by the Board of Managers or (ii) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall (A) represent and warrant to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof and (2) the new Member is not a Competitor of the Company or a Disqualified Lender and will make such other representations as the Company shall deem necessary or appropriate, and (B) acknowledge that the Membership Interests are not registered under the Securities Act, and that the Membership Interests may not be transferred or sold except pursuant to the terms of this Agreement and pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

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

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and, except as otherwise expressly set forth herein with respect to any specific powers, the Act. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the Act.

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

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual

meeting or for any special meeting of the Members; provided, the Board of Managers may also determine, whose determination shall be conclusive, to hold any annual meeting or special meeting of the Members in a virtual format. If no designation is made, the place of meeting shall be the Principal Office of the Company. Members may participate in a meeting by means of a conference telephone or electronic media or similar communications equipment by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

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

(b) Notice to Members shall be given in accordance with Section 12.3.

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

6.8 Waiver of Notice.

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

(b) By attending a meeting, a Member:

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

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

6.9 Voting Interests. Except as expressly provided otherwise in this Agreement, the "***Voting Interest***" of each holder of Membership Interests shall be a percentage which equals the number of Class A Membership Interests owned by such holder divided by the total number of Class A Membership Interests outstanding at such time. Incentive Interests (if and when issued) shall not be entitled to vote.

6.10 Quorum; Vote Required. The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Voting Interests entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. When a quorum

is present, the affirmative vote, in person or by proxy, of Members owning a majority of the Voting Interests entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

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

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

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

ARTICLE VII
EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculpation.

(a) No Manager, officer or Member, in any way, guarantees or shall be liable for the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by law (including Section 18-1101 of the Act), none of (i) the Managers, (ii) the Members (including each Member appointing, and each Investment Manager directing the appointment of, a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to or affiliated with such Member, Manager, and/or Investment Manager), or (iii) any of the Managers' or the Members' respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, managers, advisors, representatives or equityholders (each, a "***Protected Person***") will be liable to the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement for any loss or damage sustained by the Company, any Member, any Manager or any other Person that is a party to or is otherwise bound by this Agreement except as specifically provided to the contrary in the immediately following sentence. None of the Protected Persons shall be liable to the Company, its Members, its Managers or any other Persons that are a party to or are otherwise bound by this Agreement for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or

the matters contemplated hereby, unless such loss or damage is incurred by reason of such Protected Person's acts or omissions that violate the express terms of this Agreement. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; provided, however, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

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

7.2 Indemnification.

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

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; provided, however, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates (each such Person, a "***Fund Indemnitee***") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such

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

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

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

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

7.3 Liability; Duties.

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

(b) To the fullest extent permitted by law (including Section 18-1101(c) of the Act), and notwithstanding any other provision of this Agreement or in any agreement contemplated

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

(c) The officers of the Company, in their capacity as such, shall have fiduciary duties identical to those of officers of business corporations organized under the General Corporation Law of the State of Delaware.

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

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

7.5 Limited Liability Company Opportunity.

(a) Each Member and the Company acknowledges and affirms that the Members (and their owners, affiliated funds and Affiliates) and the Managers (excluding any Manager that is an officer, employee or consultant of the Company or any of its Subsidiaries) may have, and may continue to participate in, directly or indirectly, investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) waives any conflicts of interest or potential conflicts of interest that exist or arise as a result of any such investments and agrees that no Member nor any Protected Person shall have liability to any Member or any Affiliate thereof, or the Company with respect to any such conflicts of interest or potential conflicts of interest, (ii) acknowledges and agrees that no Member nor any Protected Person (including any Manager) will have any duty (A) to disclose to the Company or any other Member any such business opportunities (except as may be required or necessary with respect to Section 5.5(b)) or (B) not to pursue any such business opportunities, in each case, whether or not

competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such Protected Person is a Manager that is an officer, employee or consultant of the Company or any of its Subsidiaries), (iii) agrees that the terms of this Section 7.5 to the extent that they modify or limit a duty or other obligation (including the doctrine of corporate opportunities and any applicable fiduciary duties), if any, that a Member or other Protected Person may have to the Company or any other Member under the Act or other applicable law, rule or regulation, are reasonable in form, scope and content, and (iv) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member or other Protected Person may have to the Company or another Member, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

7.6 Creditor Relationships. Notwithstanding anything in this Agreement to the contrary, the Company and each of the Members hereby agree and acknowledge that certain Members and/or their Affiliates are also holders of Indebtedness of the Company and its Subsidiaries, and in such capacity may have interests that are divergent from the Company, its Subsidiaries and/or the other Members, and that under no circumstances will any such Member or any such Affiliate be prohibited from taking any action or enforcing any right entitled to it under the terms of the documentation relating to or governing the Indebtedness held by such Member or such Affiliate or to which it is entitled under law. To the fullest extent permitted by law, no holder of Indebtedness shall be liable to the Company, any of its Subsidiaries or the other Members for breach of this Agreement or any fiduciary duty by reason of any such activities of such holder, including exercising any rights of such holder under documentation relating to or governing such Indebtedness or to which such holder may be entitled under law, and the Company and each Member hereby irrevocably waive any and all rights to claim any such actions are a breach of this Agreement or the fiduciary duties (if any) of such holder. In addition, any holder of Indebtedness, in exercising its rights as a lender or creditor of the Company or any of its Subsidiaries, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (a) its status or the status of any of its Affiliates as a Member, (b) the interests of the Company, any of its Subsidiaries or any of the Members, or (c) any duty it may have to any other Member, except as may be required under the applicable financing documents relating to such Indebtedness.

7.7 Savings. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Protected Person indemnified pursuant to this Article VII as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VIII
ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

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

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

(c) The Company shall provide to each Member (other than to any Member that is a Competitor of the Company or a Disqualified Lender), the financial statements and information listed under Sections 8.1(c)(i) and 8.1(c)(ii) promptly after such financial statements and information are made available to the Company's Lenders (as defined in the Credit Agreement) in accordance with the Credit Agreement or, if not provided to the Lenders, promptly following their preparation:

(i) Commencing with the fiscal year ending December 31, 2025, a copy of the audited consolidated financial statements of the Company and its Subsidiaries (including a balance sheet, statement of income and statement of cash flows, but excluding the notes thereto) as of the end of each fiscal year; and

(ii) Commencing with the fiscal quarter ending March 31, 2026, the unaudited consolidated financial statements of the Company and its Subsidiaries (including a balance sheet, statement of income and statement of cash flows, but excluding the notes thereto) for each of the first three fiscal quarters of each fiscal year and applicable year-to-date period.

(d) The Company shall provide to each Major Holder Member, the financial statements and information listed under Sections 8.1(d)(i), 8.1(d)(ii) and 8.1(d)(iii) promptly after such financial statements and information are made available to the Company's Lenders in accordance with the Credit Agreement or, if not provided to Lenders, promptly following their preparation:

(i) any management discussion and analysis that is prepared by the Company;

(ii) all "8-K equivalent" or other current reports prepared by the Company, if any; and

(iii) all other information that is provided to the Company's Lenders in accordance with the Credit Agreement.

(e) The Company shall furnish to the Members, upon reasonable request, any information reasonably required by the Members in connection with their public reporting or tax reporting obligations, to the extent such information is reasonably available to the Company.

(f) The Company shall, during any period in which it is not subject to Section 13 or 15(d) of the Exchange Act, upon request of any Member holding Membership Interests that are restricted securities (or any prospective purchaser designated by such Member) under the Securities Act, provide the information required by Rule 144A(d)(4) and take such further action as reasonably requested to enable such Member to sell its Interests pursuant to Rule 144A. The Company shall maintain current financial and operational information sufficient to satisfy such requirement.

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

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

(i) Each Member hereby irrevocably waives any rights to information from the Company or its Subsidiaries under Section 18-305 of the Act.

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

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

8.4 Tax Election. The Company shall file an entity classification election on IRS Form 8832 electing to be classified as an association taxable as a corporation effective as of the date of its formation, and neither the Company nor any Member shall take any action or make any election inconsistent with such classification. All provisions of this Agreement shall be construed so as to preserve the Company's Tax status as a corporation.

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

9.1 Limitation on Transfer.

(a) The Members shall not, directly or indirectly, Transfer any Membership Interests except in accordance with the provisions of this Agreement. Any attempt to Transfer any Membership Interests in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. For the avoidance of doubt, any Transfer pursuant to Sections 9.2, 9.3, 9.4, 9.5 or 9.11 shall not be prohibited by this Section 9.1(a) so long as it complies with Section 9.1(b).

(b) Notwithstanding anything to the contrary herein, no Transfer contemplated by this Article IX shall be permitted (i) if, as a result of such Transfer, the Company could be reasonably likely to be subject to reporting obligations under the Exchange Act or otherwise required to make any filing with the Commission, unless such Transfer occurs after the effective date of an Initial Public Offering, (ii) to a Competitor of the Company (except in connection with a transaction that is a Drag-Along Sale or an Approved Sale) or (iii) to any Disqualified Lender. The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1 and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

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

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

9.2 Permitted Transfers.

(a) Without compliance with Section 9.3: (i) a Member may Transfer its Membership Interests or any portion thereof (other than any Incentive Interests) to any Affiliate of such Member and (ii) a Member that is a natural person may Transfer his or her Membership Interests or any portion thereof to any Family Member (or a Family Member of such Member's spouse, parent or sibling), a company, partnership or a trust established for the benefit of any of the foregoing or any personal representative, estate or executor under any will of such Member or pursuant to the laws of intestate succession; provided, however, that, in each case, such Transfer is made in accordance with the applicable provisions of Section 9.1 (including the limitations set forth in Section 9.1(b)) and Section 9.6.

(b) The Persons to whom Members may Transfer their Membership Interests or any portion thereof pursuant to this Section 9.2 are referred to hereinafter as "***Permitted Transferees***"; provided, however, that, in each case, (x) such Transfer is made in accordance with Section 9.1(b) and Section 9.6 and (y) no Member shall avoid the provisions of this Agreement by making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such Member's interest in any such Permitted Transferee. In furtherance, and not limitation, of the foregoing clause (y), prior to any Person ceasing to be a Permitted Transferee, such Person shall Transfer any Membership Interests held by such Person to the original Member who Transferred such Membership Interests to such Permitted Transferee.

9.3 Tag-Along Right.

(a) If, subject to Section 9.1(b) and after compliance with Section 9.5, a Member or group of Members (the "***Selling Tag Member***") proposes to Transfer at least fifteen percent (15%) of the then outstanding Membership Interests (excluding, for purposes of this calculation, any Excluded Membership Interests) to any Person other than a Permitted Transferee (such Person, a "***Third Party Purchaser***"), in one or a series of related transactions, other than a transaction or series of related transactions to which Section 9.4 applies, then such Selling Tag Member shall offer the other Members (excluding any Member who holds only Incentive Interests) (each, a "***Tag-Along Rightholder***") the right to include in such Selling Tag Member's Transfer to the Third Party Purchaser the Tag-Along Rightholder's *pro rata* portion (based upon the amount of outstanding Membership Interests held by all Members, excluding Incentive Interests) of the Membership Interests proposed to be Transferred by the Selling Tag Member (a "***Tag-Along Transfer***") at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) At least ten (10) Business Days prior to the consummation of any proposed Transfer described in Section 9.3(a) (a "***Proposed Transfer***"), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the "***Tag-Along Notice***") to the Company for prompt transmittal (but no later than one (1) Business Day from its receipt of the Tag-Along Notice) to each of the Tag-Along Rightholders, which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Third Party Purchaser, (iii) state the portion of such Selling Tag Members' Membership Interest to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale (including the identity of the Third Party Purchaser), (v) include a calculation of the consideration per Membership Interest to be received by each Tag-Along Rightholder who elects to participate, (vi) include a representation that the Third Party Purchaser has been informed of the "tag-along" rights provided in this Section 9.3 and has agreed to purchase the Membership Interest in accordance with the terms hereof, and (vii) be accompanied by a written offer from the Third Party Purchaser. Such right shall be exercisable by written notice to the Selling Tag Member proposing to make the Proposed Transfer (with a copy to the Company) given within ten (10) Business Days after receipt by the Tag-Along Rightholder of the Tag-Along Notice (the "***Tag-Along Notice Period***") specifying the number of Membership Interests with respect to which such Tag-Along Rightholder shall exercise its rights under this Section 9.3. If the Third Party Purchaser elects to purchase less than all of the Membership Interests offered for sale as a result of the Tag-Along Rightholder's exercise of their "tag-along" rights provided in this Section 9.3, then the Selling Tag Member and each Tag-Along Rightholder shall have the right to include in such sale such number of Membership Interests equal to its respective *pro rata* portion of the Membership Interests to be Transferred to the Third Party Purchaser in exchange for its respective *pro rata* share of consideration to be received in the Transfer to the Third Party Purchaser based on its applicable portion of Membership Interests being so Transferred. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.3.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities, releases and agreements to the Third Party Purchaser as made by the Selling Tag Member in connection with the Tag-Along Transfer, and (ii) to the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration on a per Membership Interest basis the Selling Tag Member receives); provided, however, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements, releases and other provisions and agreements relating to such Tag-Along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities, releases and agreements (and any and all obligations with respect thereto) shall be made by each Tag-Along Rightholder severally and not jointly and severally, (C) a Tag-Along Rightholder's liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach; provided, each Tag-Along Rightholder's liability with respect to a Tag-Along Transfer, if any, shall be *pro rata* (based on such Tag-Along Rightholder's Membership Interests included in the Tag-Along Transfer divided by all Membership Interests of the Selling Tag Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) (provided, further, that such liability, if any, shall not be *pro rata* to the extent such liability was caused solely by an action or, subject to clause (E), inaction of a Tag-Along Rightholder, in which case the liability attributable to such action or inaction shall be borne by such Tag-Along Rightholder), (D) any consideration, including escrow or holdbacks, applicable to such Tag-Along Transfer shall be applied *pro rata* (based upon the aggregate amount of Membership Interests of the Selling Tag

Member and all the Tag-Along Rightholders included in the Tag-Along Transfer) among the Members participating in the Tag-Along Transfer and (E) such Tag-Along Rightholder, to the extent that such Tag-Along Rightholder is not also an officer, consultant or employee of the Company or its Subsidiaries, shall not be required to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement that is more onerous than any such covenant or agreement agreed to by the Selling Tag Member or to amend, extend or terminate any contractual or other relationship with the Company, the Third Party Purchaser or any of its Affiliates other than investment-related documents of the Company in connection with such Proposed Transfer. In no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder which Affiliate itself is selling its Membership Interests in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

(d) Each Selling Tag Member shall have ninety (90) days following expiration of the Tag-Along Notice Period in which to Transfer the Membership Interests described in the Tag-Along Notice and the Membership Interests to be sold by the Tag-Along Rightholders, on the terms set forth in the Tag-Along Notice (which such ninety (90) day period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any approval of a Governmental Authority). If at the end of such ninety (90) day period (or such longer period as described above), the Selling Tag Member has not completed such transfer, the Selling Tag Member may not then effect a Transfer of Membership Interests subject to this Section 9.3 without again fully complying with the provisions of this Section 9.3.

9.4 Drag-Along Right.

(a) If the Supermajority Holders (such Member or group of Members, the "***Selling Members***") propose to sell, in one or a series of related transactions, at least a majority of the then outstanding Membership Interests to a Third Party Purchaser or group of Third Party Purchasers not Affiliated with such Selling Members (a "***Drag-Along Sale***"), then such Selling Members shall have the right, in lieu of complying with the provisions of Sections 9.3 and 9.5, to require the other Members to sell the *pro rata* portion of their Membership Interests (calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) to such Third Party Purchaser in connection with such Drag-Along Sale and otherwise on the same terms as such Selling Members selling such Membership Interests. Such right shall be exercisable by written notice (a "***Buyout Notice***") given to each Member other than the Selling Members which shall state (i) that such Selling Members propose to effect the sale of the applicable percentage of the Membership Interests of every Member of the Company to such Third Party Purchaser, (ii) the name of the Third Party Purchaser, and (iii) the purchase price the Third Party Purchaser is paying for the Membership Interests and which attaches a copy of any definitive agreements between such Selling Members and the other parties to such transaction. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell its respective *pro rata* portion of its Membership Interests for the purchase price set forth in the Buyout Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Membership Interests in favor of such transaction).

(b) If both the Board of Managers and the Supermajority Holders approve any transaction that would result in a Change of Control of the Company (other than to or with a Selling Member or an Affiliate of a Selling Member) (an "***Approved Sale***"), then, so long as distributions of consideration to the Members are made in accordance with the provisions of Section 3.4, each Member agrees to, at the direction of the Selling Members and the Board of Managers, include its Membership Interests (*pro rata* calculated based on the Membership Interests to be sold divided by the aggregate outstanding Membership Interests) in such Approved Sale and vote in favor

thereof and will use its reasonable best efforts to cooperate in the Approved Sale and will take all necessary and desirable actions in connection with the consummation of the Approved Sale as are reasonably requested by the Selling Members and the Board of Managers, including by executing any action by written consent of the Members.

(c) The closing with respect to any Drag-Along Sale or Approved Sale pursuant to this Section 9.4 shall be held at the time and place specified in the Buyout Notice. Consummation of the Transfer of Membership Interests by any Member to the Third Party Purchaser in a Drag-Along Sale or Approved Sale (i) shall be conditioned upon consummation of the Transfer by each Selling Member to such Third Party Purchaser of the Membership Interests proposed to be Transferred by the Selling Members and (ii) may be effected by a Transfer of the Membership Interests or the merger, consolidation or other combination of the Company with or into the Third Party Purchaser or its Affiliate, in one or a series of related transactions.

(d) The Selling Members shall arrange for the payment of cash (by bank cashier's check or certified check or by wire transfer of immediately available funds to the accounts designated by the other Members), securities or any other form of consideration in connection with any Drag-Along Sale or Approved Sale directly by the Third Party Purchaser to each other Member, upon delivery of an appropriate assignment in form and substance reasonably satisfactory to the Third Party Purchaser, which assignment shall be made free and clear of all liens, claims and encumbrances, except as provided by this Agreement or as otherwise agreed to by such Third Party Purchaser, provided that each Member shall receive the identical form, amount and mix of consideration per Membership Interest. In connection with any Drag-Along Sale or Approved Sale, each other Member shall execute the applicable purchase agreement, if applicable, which shall be identical for all Members except as to the number and type of Membership Interests being sold, and shall make or provide the same representations, warranties, covenants, indemnities, releases and agreements as the Selling Members make or provide in connection with the Drag-Along Sale or Approved Sale; provided, however, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Membership Interests, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Selling Members or their Membership Interests; provided, further, however, that all representations, warranties, covenants, releases and indemnities in the applicable purchase agreement shall be made by the Selling Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Selling Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Selling Members and each other Member in the Drag-Along Sale or Approved Sale; and such Member, to the extent that such Member is not also an officer, individual consultant (including through an entity with a sole member) or employee of the Company or its Subsidiaries, is not required (i) to enter into a non-competition, non-solicitation or any other restrictive covenant or agreement that is more onerous than any such covenant or agreement agreed to by the Selling Members, (ii) to enter into a lock-up provision with respect to any securities received by such Member as consideration in connection with such Drag-Along Sale or Approved Sale that is more onerous than any such provision entered into by the Selling Members, or (iii) to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or any of their respective Affiliates other than investment-related documents of the Company in connection with such Drag-Along Sale or Approved Sale. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Selling Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall, unless the applicable Third Party Purchaser refuses, be borne by the Company in the event of an Approved Sale and shall otherwise

be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Transfer.

(e) In connection with any Drag-Along Sale or Approved Sale under this Section 9.4, no Selling Member or Member voting to approve such Approved Sale may provide any financing (including by way of loans, notes, credit facilities or similar arrangements) to the Third Party Purchaser or any of its participating Affiliates in connection with such Drag-Along Sale or Approved Sale, unless the opportunity to provide such financing has first been offered to each Major Holder Member pursuant to Section 9.9. For the avoidance of doubt nothing herein shall require any Major Holder Member to participate in such financing or limit the ability of any Major Holder Member to decline such opportunity in its sole discretion.

9.5 Right of First Offer.

(a) Except in a transaction pursuant to which Sections 9.2 or 9.4 apply, if at any time a Member (such Member, the "***Selling ROFO Member***") wishes to Transfer all or any portion of such Member's Membership Interests to any Third Party Purchaser, such Selling ROFO Member shall first offer such Membership Interests that such Selling ROFO Member proposes to Transfer by sending written notice (the "***ROFO Notice***") in substantially the form attached hereto as Exhibit C, to the Company for transmittal to each ROFO Rightholder, which ROFO Notice shall be an offer to sell and shall state the number of Membership Interests such Selling ROFO Member proposes to Transfer (the "***Offered Interests***"). The Company shall transmit the ROFO Notice to the ROFO Rightholders within three (3) Business Days of receipt from the Selling ROFO Member.

(b) Each ROFO Rightholder shall have a period of ten (10) Business Days following the receipt of the ROFO Notice (the "***Offer Price Period***") to deliver written notice (the "***Offer Purchase Notice***") to the Company of: (i) such ROFO Rightholder's election and agreement to purchase at a specified price, the number of Offered Interests up to such ROFO Rightholder's *pro rata* portion of the Offered Interests based on the proportion of the number of shares of Membership Interests held by such ROFO Rightholder to the total number of shares of Membership Interests held by all RORO Rightholders (each, a "***Base Participating Holder***" and such pro rata portion, the "***ROFO Percentage***"), (ii) if such ROFO Rightholder has elected to purchase its entire ROFO Percentage of Offered Interests, then, in such ROFO Rightholder's sole discretion, such ROFO Rightholder's election and agreement to purchase up to its entire ROFO Percentage of the Offered Interests not subscribed for by other ROFO Rightholders and (iii) if such ROFO Rightholder has elected to purchase its entire ROFO Percentage of Offered Interests and its entire ROFO Percentage of the Offered Interests not subscribed for by other ROFO Rightholders (each, an "***Extra Participating ROFO Rightholder***", and together with the Base Participating Holders, the "***Participating ROFO Rightholders***"), then, in such ROFO Rightholder's sole discretion, such ROFO Rightholder's election and agreement to purchase the number of remaining Offered Interests not purchased by the other ROFO Rightholders (the "***Excess ROFO Portion***"). During the Offer Price Period (but not after the end of such period), the offer to purchase by the Participating ROFO Rightholders and the offer to sell by the Selling ROFO Member shall, in each case, be revocable; provided, however, that if the Selling ROFO Member revokes its offer to sell its Membership Interests included in its ROFO Notice, such Selling ROFO Member shall not be entitled to deliver a subsequent ROFO Notice pursuant to Section 9.5(a) for thirty (30) days following the end of such Offer Price Period. If more than one Extra Participating ROFO Rightholder wishes to exercise its right to purchase all of the Excess ROFO Portion, each such Extra Participating ROFO Rightholder shall only have the right to purchase Offered Interests with respect to such Excess ROFO Portion equal to the ratio of (i) the number of Offered Interests then held by such Participating ROFO Rightholders to (ii) the total number of Offered Interests then held by all Participating ROFO Rightholders wishing to so exercise. During the Offer Price Period and the ROFO Evaluation

Period (as defined below) the Company shall not provide or discuss any Offer Purchase Notice with any Member; provided, however, that the Company may discuss an Offer Purchase Notice with the Participating ROFO Rightholder who delivered such Offer Purchase Notice.

(c) The Selling ROFO Member shall have a period of ten (10) Business Days following the Offer Price Period (the "***ROFO Selling Member Acceptance Period***", with the period consisting of the Offer Price Period and the ROFO Selling Member Acceptance Period, being the "***ROFO Evaluation Period***") to deliver written notice to the Company for transmittal to each applicable ROFO Rightholder (i) agreeing to sell the Offered Interests on the terms set forth in any Offer Purchase Notice (including accepting any offer on a descending order based on price (on a per unit basis) if any such offer is for less than all of the Membership Interests being offered)) ("***ROFO Acceptance Sale***") or (ii) declining to sell the Offered Interests to the ROFO Rightholder(s). If a Selling ROFO Member does not deliver a notice within the ROFO Selling Member Acceptance Period, such Selling ROFO Member shall be deemed to have declined to sell the Offered Interests.

(d) If a Selling ROFO Member does not deliver a notice for a ROFO Acceptance Sale within the ROFO Selling Member Acceptance Period or declines to sell the Offered Interests to the ROFO Rightholder(s), then the Selling ROFO Member shall have up to 120 days to solicit offers for the Offered Interests from Third Party Purchasers (such 120 day period, or such shorter period as determined by the Selling ROFO Member, the "***Marketing Period***"). Upon conclusion of the Marketing Period, the Selling ROFO Member shall have the option to (y) elect to accept any third party offer (including partial sales), so long as (i) it is at a higher price (on a per unit basis) than the highest offer specified in any Offer Purchase Notice that was provided by any ROFO Rightholder, (ii) on substantially similar terms and conditions set forth in any Offer Purchase Notice delivered by the applicable ROFO Rightholder and (iii) the Selling ROFO Member complies with Section 9.3, if applicable (a "***Third Party ROFO Sale***") or (z) agree to sell the Offered Interests in a ROFO Acceptance Sale on the terms set forth in any Offer Purchase Notice (including accepting any offer on a descending order based on price (on a per unit basis) if any such offer is for less than all of the Membership Interests being offered)). If such Third Party ROFO Sale is not consummated within ninety (90) days following the Marketing Period (or, if Section 9.3 applies, Tag-Along Notice Period) (which such ninety (90) day period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any approval of a Governmental Authority) for any reason, then the restrictions provided for in this Section 9.5 shall again become effective, and no Transfer of Membership Interests may be made thereafter by the Selling ROFO Member without again offering the same to the ROFO Rightholders in accordance with this Section 9.5.

(e) If a Selling ROFO Member delivers notice agreeing to sell the Offered Interests in a ROFO Acceptance Sale, the Company shall notify (the "***Final ROFO Notice***") the Selling ROFO Member and each Participating ROFO Rightholder within three (3) Business Days following the expiration of the ROFO Evaluation Period of the number of Offered Interests which such Participating ROFO Rightholder has agreed to purchase pursuant to this Section 9.5. Subject to the parties agreeing to a mutually acceptable definitive transfer agreement in accordance with this Section 9.5(e), the Participating ROFO Rightholders and the Selling ROFO Member shall consummate the transaction contemplated by the ROFO Notice within ninety (90) days after receipt of the Final ROFO Notice (which such ninety (90) day period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any approval of a Governmental Authority). At such closing, the Selling ROFO Member shall deliver to each Participating ROFO Rightholder the Offered Interests, including certificates (if any) representing the Offered Interests. Each Participating ROFO Rightholder shall, at the closing,

deliver to the Selling ROFO Member payment in full in immediately available funds for the Offered Interests purchased by it; it being further agreed that no portion of the purchase price shall be subject to any escrow or holdback. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(f) At the closing contemplated by this Section 9.5, the Selling ROFO Member shall provide representations, warranties, covenants and indemnities in its individual capacity in connection with such transaction, and such representations, warranties, covenants and indemnities shall be limited to customary fundamental representations and warranties of (i) its brokers and finders, (ii) title to its Offered Interests, free and clear of all liens, claims and encumbrances (other than those arising under applicable securities laws and this Agreement), (iii) its authority, power and right to enter into and consummate the transaction without violating any other material agreement or applicable law, (iv) its power and right to enter into and consummate the transaction without the consent of a Governmental Authority or Person and (v) the absence of any required consents for it to enter into and consummate the transaction and the absence of any registration requirements in connection therewith. The Selling ROFO Member's liability under the definitive transfer agreement with respect to such transaction will not exceed the total purchase price received by the Selling ROFO Member in such transaction except for liability resulting from fraud or knowing and willful breach. In no event shall any Affiliate (other than any Affiliate of such Selling ROFO Member which Affiliate itself is Transferring Membership Interests in such transaction) of such Selling ROFO Member be liable under such transaction, in any respect.

(g) In connection with a ROFO Acceptance Sale, if requested by a purchasing ROFO Rightholder, (i) the Company and the Selling ROFO Member shall enter into a customary confidentiality agreement; provided that such confidentiality agreement shall not contain an obligation for the Company to "cleanse" material non-public information and (ii) the Company will disclose all material non-public information regarding the Company to such Selling ROFO Member.

9.6 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) Neither the proposed transferee nor any of its Affiliates shall be a Competitor of the Company or a Disqualified Lender.

(b) The Member making such Transfer shall have provided to the Company (i) at least five (5) Business Days' prior notice of such Transfer, (ii) a certificate of the Member making such Transfer, delivered with such notice, containing a statement that such Transfer is permitted under this Article IX, which notice of Transfer shall be in substantially the form attached hereto as Exhibit B, together with such information as is reasonably necessary for the Company to make such determination, and (iii) such other information or documents as may be reasonably requested by the Company in order for it to make such determination.

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

(d) If requested by the Board of Managers in its reasonable judgment within the five (5) Business Day period referenced in clause (a) above, the Company shall have received the opinion of counsel to the Member making such Transfer, at the expense of the Member making

such Transfer, reasonably satisfactory in form and substance to the Board of Managers, to the effect that: (i) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Membership Interests to be Transferred, (ii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or Governmental Authority anywhere, other than the states, courts and Governmental Authorities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iii) such Transfer would not, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act of 1940, as amended, (iv) such Transfer would not, individually or together with other concurrently proposed Transfers, result in any violation of any other applicable federal or state laws or order of any Governmental Authority having jurisdiction over the Company or any of its Subsidiaries and (v) such Transfer shall not cause an Event of Dissolution.

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

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

9.9 Preemptive Rights.

(a) Between the Effective Date and the date of consummation of an Initial Public Offering, if the Company (or a Subsidiary of the Company) shall propose to issue any equity or equity-linked Securities (including preferred equity) or Affiliate Debt (collectively, the "***New Securities***"), or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the "***Subject Purchaser***"), in each case, other than with respect to Excluded Issuances, each Preemptive Rightholder shall have the right (a "***Preemptive Right***") to purchase the number of New Securities up to such Preemptive Rightholder's pro rata portion of the New Securities based on the proportion of the number of shares of Membership Interests held by such Preemptive Rightholder to the total number of shares of Membership Interests held by all Preemptive Rightholders immediately prior to the issuance of the New Securities (for the avoidance of doubt, excluding any Incentive Interests) of the New Securities at the same price and on the same other terms proposed to be issued and/or sold (the "***Proportionate Percentage***"). The Company shall offer to sell to any such Preemptive Rightholder (A) its Proportionate Percentage of such New Securities (the "***Offered Securities***") and (B) other than with respect to a sale of New Securities pursuant to Section 9.9(f), to sell to any such Preemptive Rightholder such of the Offered Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, in each case, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number and amount of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Preemptive Rightholder and shall be given to such

Preemptive Rightholders at least ten (10) Business Days prior to any issuance giving rights under this Section 9.9 (the "***Preemptive Offer***"). The Preemptive Offer shall by its terms remain open for a period of at least ten (10) Business Days from the date of receipt thereof and shall specify the date on which the Offered Securities will be sold to accepting Preemptive Rightholders (which shall be at least twenty (20) but not more than one hundred and eighty (180) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the ten (10) Business Day period shall be deemed a waiver of such Preemptive Rightholder's Preemptive Right.

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

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

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

(e) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Preemptive Rightholders do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of the Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and/or sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.9 shall be held at a time and place as the parties to the transaction may agree.

(f) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board of Managers, acting in good faith, determines (whose determination shall be conclusive) that it would be in the best interests of the Company to issue New Securities which would otherwise be required to be offered to the Preemptive Rightholders under this Section 9.9 prior to making such offer, the Company may issue such New Securities to a Person (an "***Accelerated Acquirer***") without first complying with the procedures set forth in Section 9.9(a); provided, that within ten (10) Business Days after the occurrence of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 9.9(a) and (ii) the Preemptive Right to purchase such Preemptive Rightholder's Proportionate Percentage of the New Securities that such Preemptive Rightholder would have been entitled to purchase pursuant to the procedures set forth in Sections 9.9(a) and 9.9(b) had this Section 9.9(f) not been invoked, subject to such Preemptive Rightholder's delivery of a Notice of Acceptance pursuant to Section 9.9(b) prior to the later of the end of the specified period of the Preemptive Offer and ten (10) Business Days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 9.9 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Preemptive Rightholders exercises its election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) sell down a portion of its New Securities, (ii) issuing additional New Securities to such Preemptive Rightholder(s) or (iii) a combination of (i) and (ii), so long as such action effectively provides such Preemptive Rightholder(s) with the same amount of New Securities that such Preemptive Rightholder(s) would have been entitled to pursuant to clause (A) of the second sentence of Section 9.9(a) had this Section 9.9(f) not been invoked.

(g) Transfer of Preemptive Rights. The Preemptive Rights set forth in this Section 9.9 may be assigned by any Preemptive Rightholder to any Affiliate of such Preemptive Rightholder; provided, that (i) such assignee is an "accredited investor" and (ii) such assignee complies with Section 9.1(b) and Section 9.6.

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

whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in connection with such purchase or sale, and each Member has agreed not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

9.11 Redemption Rights.

(a) The provisions set forth in this Section 9.11 shall apply to any Member who is, and ceases to be, employed by or engaged as a consultant by, or provide services to the Company or its Subsidiaries at any time after the Effective Date (each, an "***Employee Redeemed Member***"). In the case of any inconsistency between the terms of this Section 9.11 and the explicit terms of the Management Incentive Plan under which the Incentive Interests are granted and/or the applicable grant document, award agreement or purchase agreement between such Employee Redeemed Member and the Company or its Subsidiaries, as applicable, the explicit terms of the Management Incentive Plan under which the Incentive Interests are granted and/or the applicable grant document, award agreement or purchase agreement shall govern. This Section 9.11 shall not apply to any specific Incentive Interests or other Membership Interests held by an Employee Redeemed Member if so determined by resolution or written consent of the Board of Managers at the time of the issuance of such Incentive Interests.

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

(c) If an Employee Redeemed Member (x) ceases to be employed by or engaged as a consultant by, or to provide services to, the Company or its Subsidiaries for any reason at any time or (y) the Board of Managers determines that such Employee Redeemed Member has committed a Restrictive Covenant Breach (each of (x) and (y), an "***Employee Redemption Event***"), the Company shall have the right (but not the obligation), upon delivery of a written notice to the Employee Redeemed Member (the "***Employee Redemption Notice***") within twelve (12) months after the occurrence of the applicable Employee Redemption Event (or such longer period as may be necessary to avoid changing the accounting treatment for the acquisition of the Membership Interests of the Employee Redeemed Member being redeemed from an equity-based accounting treatment to a liability-based accounting treatment (as contemplated by FASB ASC Topic 718)), to repurchase all vested Incentive Interests and other Membership Interests owned by the Employee Redeemed Member (the "***Employee Redeemed Member Repurchase Right***"). Any repurchase price hereunder shall be paid to the Employee Redeemed Member no later than one hundred twenty (120) days after the date of delivery of the Employee Redemption Notice in the form of (at the Board of Manager's sole discretion): (i) a cashier's check, (ii) wire transfer of funds or (iii) a promissory note that shall accrue interest at the then-applicable Federal rate and shall be payable over a period of time not to exceed three (3) years; provided, that the Board of Managers may toll the period in which to purchase the applicable Incentive Interests if, in the good faith determination of the Board of Managers, (w) such purchase would result in a violation of any applicable law, (x) there exists any restriction on a credit or other agreement binding upon the Company or any of its Subsidiaries that would prohibit such purchase, (y) the Company does not have sufficient funds available to effect such purchase without triggering a default under any Indebtedness or other material agreement of the Company, or (z) the consent of any Governmental Authority is required to consummate such purchase, and, in any such case (w) – (z), the Company will notify the Employee Redeemed Member in writing, upon making any such determination, that it is deferring its obligations to make such purchase until (as applicable) such consent is obtained or such violation

of applicable law or credit agreement or unavailability of funds would not, as applicable, result therefrom or has ceased.

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

(i) If such Employee Redeemed Member's employment, engagement or provision of services with the Company or its Subsidiaries was terminated for any reason other than by the Company or any of its Subsidiaries for Cause and there has been no Restrictive Covenant Breach, the price to be paid by the Company to repurchase the applicable number of vested Incentive Interests and other Membership Interests from the Employee Redeemed Member shall be an amount equal to the fair market value of such Membership Interests, as applicable, as of the date of delivery of the Employee Redemption Notice, as determined in good faith by the Board of Managers.

(ii) If such Employee Redeemed Member's employment, engagement, or provisions of services with the Company or its Subsidiaries was terminated by the Company or any of its Subsidiaries for Cause or the Employee Redemption Event is a Restrictive Covenant Breach, then (x) all vested Incentive Interests held by such Employee Redeemed Member shall automatically terminate and be forfeited and shall not be entitled to any distributions or other consideration hereunder or otherwise and (y) the price to be paid by the Company to repurchase the applicable number of Membership Interests (other than Incentive Interests) from the Employee Redeemed Member shall be an amount equal to the lower of (i) the fair market value of such Membership Interests, as of the date of delivery of the Employee Redemption Notice, as determined in good faith by the Board of Managers and (ii) the original amount paid by such Employee Redeemed Member to acquire such Membership Interests.

(e) Any distributions on any Membership Interests repurchased from an Employee Redeemed Member by the Company pursuant to this Section 9.11 or any other agreement between the Company and any of its Subsidiaries and such Employee Redeemed Member, shall be cancelled and no distributions or payments made thereon, including pursuant to the provisions of Section 3.4.

(f) The Company will be entitled to require each Employee Redeemed Member to provide (i) representations and warranties regarding (A) its power, authority and legal capacity to enter into such sale and repurchase, (B) valid right, title and interest in such Incentive Interests and such Employee Redeemed Member's ownership of such Membership Interests, (C) the absence of any liens on such Membership Interests, and (D) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which such Employee Redeemed Member or the assets of such Employee Redeemed Member are bound as the result of such sale, and (ii) customary releases in connection with such termination of the Employee Redeemed Member and such repurchase of Membership Interests. Should the Company elect to exercise the Employee Redeemed Member Repurchase Rights pursuant to this Section 9.11 and such Employee Redeemed Member fails to deliver all of such Membership Interests in accordance with the terms hereof, the Company may, at its option, in addition to all other remedies it may have, cancel on its books such Membership Interests registered in the name of such Employee Redeemed Member, and all of such Employee Redeemed Member's right, title and interest in and to such Membership Interests shall terminate in all respects. An Employee Redeemed Member with respect to which the Employee Redeemed Member Repurchase Right is exercised hereunder, on the one hand, and the Company, on the other hand, shall each pay their respective costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of this Section 9.11.

(g) All Incentive Interests (vested or unvested) shall automatically terminate and be forfeited in all respects on the ten (10) year anniversary of the applicable grant date, unless otherwise determined by the Board of Managers at the time of issuance.

ARTICLE X
REGISTRATION RIGHTS

10.1 Demand Registration Right.

(a) At any time after an Initial Public Offering, each Member or group of Members which collectively holds, together with their respective Affiliates, a Percentage Ownership of ten percent (10%) or more (collectively, the "***Initiating Members***"), may make a written request (specifying the intended method of disposition and the amount of Registrable Securities proposed to be sold) that the Company effect, and the Company shall use its reasonable best efforts to effect, a registration of its Securities (a "***Demand Registration***") on Form S-1 (or any successor form then in effect) or Form S-3 or any similar short-form registration of all or a portion of the Registrable Securities collectively held by such Members (subject to Section 10.4). The Company shall not be obligated to effect a Demand Registration if the Registrable Securities requested by the Initiating Member to be registered have an estimated aggregate Public Offering price (before deduction of any underwriting discounts and commissions) of less than twenty million dollars ($20,000,000). If the Board of Managers, in its good faith judgment, determines that any registration of the Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company (a "***Valid Business Reason***"), the Company may (1) postpone filing a Registration Statement relating to a Demand Registration until such Valid Business Reason no longer exists, but in no event for more than ninety (90) days, and (2) in case a Registration Statement has been filed relating to a Demand Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of the Board of Managers, acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated; provided, however, that a new Registration Statement is filed within ninety (90) days thereafter, or may postpone amending or supplementing such Registration Statement, but in no event for more than ninety (90) days; provided, however, that if the registration of Registrable Securities is postponed pursuant to clause (1), the Company shall not be permitted to register under the Securities Act any equity Securities of the Company owned by other Members of the Company during any such postponement. The Company shall give written notice of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing under this Section 10.1 more than once in any twelve (12) month period. For the avoidance of doubt, any postponement or withdrawal of a Registration Statement shall not constitute a Demand Registration.

(b) The Company shall use its reasonable best efforts to cause such Demand Registration to be in the form of a firm commitment underwritten offering and the managing underwriter or underwriters (the "***Managing Underwriter***" or "***Managing Underwriters***") selected for such offering shall be selected by the Initiating Members subject to the Company's approval (which shall not be unreasonably withheld, conditioned or delayed); provided, that each Managing Underwriter shall be a reputable nationally recognized investment bank; provided, further, that the Company shall select the Managing Underwriter or Managing Underwriters if such Initiating Members cannot so agree on the same within a reasonable time period.

(c) Notwithstanding anything herein to the contrary, the Company shall only be required to effect one (1) Demand Registration in any six (6) month period; provided, that for each such purpose a registration shall not constitute a Demand Registration unless the Initiating Members with respect to such registration were, subject to Section 10.4, able to register and sell pursuant to such registration the Registrable Securities that they had requested be included in such Demand Registration.

10.2 Piggyback Registration Right.

(a) At any time after an Initial Public Offering, within five (5) Business Days following receipt by the Company of a request from the Initiating Members to effect a Demand Registration, the Company shall give written notice of such request to each Piggyback Member (the "***Non-Initiating Members***"), which shall describe, to the extent known, the anticipated filing date, the proposed registration and the proposed plan of distribution, and offer the Non-Initiating Members the opportunity to register their Registrable Securities (an "***Incidental Registration***") in such registration. Following the receipt of such notice, each Non-Initiating Member shall be entitled, by delivery of a written request to the Company delivered no later than five (5) Business Days following receipt of notice from the Company, to include all or any portion of their Registrable Securities in such Demand Registration (subject to Section 10.4). The right of each Non-Initiating Member to have Registrable Securities included in a Demand Registration pursuant to this Section 10.2(a) shall be conditioned upon such Non-Initiating Member entering into (together with the Initiating Members) an underwriting agreement in customary form with the Managing Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Managing Underwriter to permit each such Non-Initiating Member to participate in the Incidental Registration to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Initiating Members.

(b) In connection with a registered offering by the Company for its own account or for the benefit of any Member, whether by means of filing a new registration statement under the Securities Act or through an offering using an existing effective registration statement, (other than a registration statement on Form S-4 or S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or any successor thereto), the Company shall give written notice to each Piggyback Member (each a "***Participating Member***", and collectively, the "***Participating Members***") at least ten (10) Business Days prior to the proposed offering. Following the receipt of such notice, each Participating Member (together with its Affiliates) shall be entitled, by delivery of a written request to the Company delivered no later than five (5) Business Days following receipt of notice from the Company, to include all or any portion of its Registrable Securities in such offering (subject to Section 10.4). The right of each Participating Member to have Registrable Securities included in an offering pursuant to this Section 10.2(b) shall be conditioned (if an underwritten offering) upon each Participating Member entering into (together with the Company) an underwriting agreement in customary form with the Managing Underwriter selected for such underwriting by the Company. Subject to Section 10.4, the Company shall use its reasonable best efforts (within five (5) Business Days of the notice provided for above) to cause the Managing Underwriter to permit the Participating Members to participate in a registration pursuant to this Section 10.2(b) to include their Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Company.

10.3 Effective Demand Registration. The Company shall use its reasonable commercial efforts to cause any Demand Registration to become effective not later than ninety (90) days after it receives a request under Section 10.1(a) and to remain continuously effective for the lesser of (i) the period during

which all Membership Interests registered in the Demand Registration are sold and (ii) one hundred and eighty (180) days; provided, however, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other Governmental Authority for any reason not solely attributable to the Initiating Members and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure by any of the Initiating Members.

10.4 Cutback. Notwithstanding any other provision of this Article X, if the Managing Underwriter advises the Company that the amount of Registrable Securities requested to be included in an underwritten offering contemplated by Section 10.1 or Section 10.2 exceeds the amount which can be sold in such offering without materially adversely affecting the price, timing or distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering by (i) first only including the Registrable Securities (or portion thereof) being sold for the account of the Company, if the offering was initiated for and on behalf of the Company and (ii) second including the Registrable Securities (or portion thereof) of the holders of Registrable Securities pro rata among the Initiating Members and the Non-Initiating Members who elect to participate in such Demand Registration, based for each such holder on the percentage derived by dividing (x) the number of Registrable Securities proposed to be sold by such holder in such offering by (y) the aggregate number of Registrable Securities proposed to be sold by all holders of Registrable Securities in such offering.

10.5 Registration Procedures. Whenever registration of Registrable Securities has been requested pursuant to Section 10.1 or Section 10.2, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall, as expeditiously as possible:

(i) prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective within the time periods specified in Section 10.3; provided, however, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide one legal counsel selected by holders of a majority of the Registrable Securities to be included in such Registration Statement ("***Members' Counsel***") with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the Commission, subject to such documents being under the Company's control, and (y) the Company shall promptly notify the Members' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the Commission, and shall promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(ii) use its reasonable best efforts to, as promptly as reasonably practicable, prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the period provided for in Section 10.3, and shall comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus) and any prospectus filed under Rule 424 under the Securities Act, as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may reasonably request, and to continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold (whichever is shortest), and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, however, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 10.5(iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) enter into and perform customary agreements (including an underwriting agreement in customary form with the Managing Underwriter) and take such other actions as are reasonably prudent and required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the Managing Underwriter but not in connection with more than two (2) offerings in any twelve (12) months;

(vii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure obligations under securities laws applicable to the Company and the Members, make available at reasonable times for inspection by any Managing Underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Members' Counsel and any attorney, accountant or other agent retained by any Managing Underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the "***Records***") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its Subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(viii) if such sale is pursuant to an underwritten offering, obtain "cold comfort" letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as Members' Counsel or the Managing Underwriter reasonably requests;

(ix) obtain for delivery to the Managing Underwriters an opinion, dated the most recent effective date of the Registration Statement or the date of the closing under the underwriting agreement, of counsel representing the Company, addressed to the Managing Underwriter, if any, covering such legal matters with respect to the registration in respect of which such opinion is being given as the Managing Underwriter may reasonably request and are customarily included in such opinions;

(x) use its reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its Security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xi) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar Securities issued by the Company are then listed provided that the applicable listing requirements are satisfied;

(xii) keep Members' Counsel reasonably informed as to the initiation and progress of any registration under Section 10.1 or Section 10.2, as applicable;

(xiii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with any Governmental Authority; and

(xiv) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

10.6 Holdback Agreements

(a) To the extent not inconsistent with applicable law and, if requested by the Managing Underwriter, each Member agrees, upon request of the Managing Underwriter to sign a lock-up agreement, which shall include customary carve-outs, not to effect any public sale or distribution of any Registrable Securities or of any Securities convertible into or exchangeable or exercisable for such Registrable Securities, including a sale pursuant to Rule 144 under the Securities Act, or offer to sell, contract to sell (including any short sale), grant any option to purchase or enter into any hedging or similar transaction with the same economic effect as a sale of Registrable Securities, in each case, (i) in the case of an Initial Public Offering, during the period up to one-hundred eighty (180) days (as the Managing Underwriter determines) beginning on the effective date of the registration statement (except as part of such registration) for such Initial Public Offering and (ii) in the case of any other Public Offering, during the period up to ninety (90) days (as the Managing Underwriter determines) beginning on the effective date of the registration statement (except as part of such registration) for such Public Offering (such period of time, the "***Holdback Period***"); provided, however, that the Holdback Period shall be the same with respect to all Members and shall be no longer than the duration of the shortest restriction generally imposed by the Managing Underwriter on the Company or the officers or directors of the Company.

(b) If requested by the Managing Underwriter, the Company agrees not to effect any public sale or distribution of any of its Stock, or any Securities convertible into or exchangeable or exercisable for Stock (except pursuant to registrations on Form S-4 or S-8 or any successor thereto), during the period beginning on the effective date of any Registration Statement filed pursuant to Section 10.1 in which the Members are participating and ending on the earlier of (i) the date on which all Registrable Securities on such registration statement are sold and (ii) one hundred and eighty (180) days (or such lesser period as the Managing Underwriter may agree) after the effective date of such registration statement (except as part of such registration).

10.7 Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller hereby agrees to furnish, to the Company such information regarding the Member and its plan for the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing, and as shall be required in connection with such registration as a condition to including such Registrable Securities in such Registration Statement.

10.8 Notice to Discontinue. Each Member agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 10.5(v), such Member shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Member's receipt of the copies of the supplemented or amended prospectus contemplated by Section 10.5(v) and, if so directed by the Company, such Member shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Member's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in Section 10.5(ii)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 10.5(v) to and including the date on which sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 10.5(v).

10.9 Registration Expenses. The Company shall pay all reasonable expenses arising from or incident to its performance of, or compliance with, this Article X, including (i) Commission, National Securities Exchange and any other registration or filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable and documented fees, charges and disbursements of counsel to the Managing Underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and the reasonable and documented legal fees, charges and expenses of a single counsel to the Members incurred by such Members participating in any registration as a group, and (v) any liability insurance or other premiums for insurance, if the Company elects to purchase such insurance, obtained in connection with any Demand Registration or piggy-back registration thereon or Incidental Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. The holder of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to registration and sale of such Members' Registrable Securities and, subject to clause (iv) above, shall bear the fees and expenses of their own counsel.

10.10 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Member, its partners, directors, officers, Affiliates and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Member from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (each, a "***Liability***" and collectively, "***Liabilities***"), arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus or preliminary prospectus, in light of the circumstances such statements were made), except insofar as such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or prospectus in reliance and in conformity with information concerning any Member furnished in writing to the Company by such Member expressly for use therein, including the information furnished to the Company pursuant to Section 10.10(b). The Company shall also provide customary indemnities to any Managing Underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such Managing Underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Members.

(b) Indemnification by the Members. In connection with any Registration Statement in which any Member is participating pursuant to Section 10.1 or Section 10.2, each Member shall promptly furnish to the Company in writing such information with respect to such Member as the Company may reasonably request pursuant to Section 10.9 or as may be required by law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Member not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Member. Each Member agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any Managing Underwriter retained by the Company and each Person who controls the Company or such Managing Underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus, or preliminary prospectus, in light of circumstances such statements were made), but if and only to the extent that such Liability arises out of or is based upon any untrue statement or omission or alleged untrue statement or omission contained in such Registration Statement, preliminary prospectus or prospectus in reliance and in strict conformity with information concerning such Member furnished in writing by such Member expressly for use therein; provided, however, that the total amount to be indemnified by each Member pursuant to this Section 10.10(b) shall be limited to such Members' *pro rata* portion of the net proceeds (after deducting the underwriters' discounts and commissions) received by such Member in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 10.10 (the "***Indemnified Party***") agrees to give prompt written notice to the

indemnifying party (the "***Indemnifying Party***") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is actually and materially prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees in writing to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent. No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 10.10 from the Indemnifying Party is held by a court of competent jurisdiction to be unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 10.10(a), 10.10(b) and 10.10(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided, however, that the total amount to be contributed by any Member shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Member in the offering.

(e) Fraud. The parties hereto agree that it would not be just and equitable if contribution pursuant to Section 10.10(d) were determined by *pro rata* allocation or by any other

method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

10.11 Initial Public Offering.

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

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in Section 10.11(a) in the most Tax efficient manner for the Members, including any Members that are treated as corporations for federal income Tax purposes. Upon the approval of the Board of Managers that such action is necessary to preserve the benefits of "tacking" under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Membership Interests shall automatically convert into shares of common stock of the Successor Corporation (the "***Stock***") immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In connection with an Initial Public Offering, subject to the cutback provisions in Section 10.4, all Members shall have the right to include in such offering a *pro rata* number of such Member's shares of Stock (held as a result of the automatic conversion described in Section 10.11(c)).

10.12 Registration Rights Agreement. The Company and each of the Members acknowledge and agree that in connection with and effective upon the consummation of a transaction referenced in Section 10.11, the Company or any successor and each of the Members will enter into a registration rights agreement on substantially the terms and conditions set forth in this Article X, *mutatis mutandis*.

10.13 Section 4(a)(7) and Rule 144. At all times after the Company has filed a Registration Statement with the Commission pursuant to the requirements of either the Securities Act or the Exchange Act or has otherwise become subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act (or successor provision), the Company agrees to:

(a) use its reasonable best efforts to make and keep public information regarding the Company available, as those terms are understood and defined in Section 4(a)(7) of the Securities Act and Rule 144 (or any successor rule or regulation to Section 4(a)(7) or Rule 144 then in force) of the Securities Act, at all times;

(b) use its reasonable best efforts to file all reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder in a timely manner at all times;

(c) so long as a holder of Registrable Securities owns any Registrable Securities, furnish to such holder forthwith upon reasonable request a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any such securities without registration;

(d) take such further action as any holder or holders of Registrable Securities may reasonably request, all to the extent required to enable such holders to sell Registrable Securities pursuant to (i) Section 4(a)(7) and Rule 144 adopted by the Commission under the Securities Act (as such rule may be amended from time to time) or any similar rule or regulation hereafter adopted by the Commission or (ii) a Registration Statement on Form S-3 or any similar registration form hereafter adopted by the Commission; and

(e) upon the written request of any holder of Registrable Securities, deliver to such holder of Registrable Securities a written statement as to whether it has complied with such requirements.

10.14 Independent Nature of Obligations. The obligations of each holder of Registrable Securities under this Agreement are several and not joint with the obligations of any other holder of Registrable Securities, and no holder of Registrable Securities shall be responsible in any way for the performance of the obligations of any other holder of Registrable Securities under this Agreement. Nothing contained herein, and no action taken by any holder of Registrable Securities pursuant thereto, shall be deemed to constitute such holders of Registrable Securities as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the holders of Registrable Securities are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each holder of Registrable Securities shall be entitled to independently protect and enforce its rights, including the rights arising out of this Agreement, and it shall not be necessary for any other holder of Registrable Securities to be joined as an additional party in any proceeding for such purpose. The failure or waiver of performance by any holder of Registrable Securities does not excuse performance by any other holder of Registrable Securities.

ARTICLE XI
DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an "***Event of Dissolution***"):

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

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

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

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

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

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

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

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

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

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

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to

return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII
MISCELLANEOUS

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

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

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by electronic mail or personally delivered on a Business Day during normal business hours (or, if by electronic mail outside of normal business hours or not on a Business Day, on the next succeeding Business Day), in each case, unless the sender of such electronic mail receives an automated response indicating that delivery was unsuccessful (b) on the Business Day following the date of dispatch by overnight courier, or (c) on the third (3rd) Business Day following the date of mailing by registered or certified mail, return receipt requested, in each case, addressed to the Company or the Board of Managers at the address of the Principal Office of the Company set forth in Section 2.5, or to a Member at such Member's address shown on the Register of Members, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3. No notices under Sections 9.3, 9.4, or 9.9 may be given by mail pursuant to clause (c) above.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement and the Certificate may not be modified, amended or restated, and provisions hereof may not be waived without the written approval of the Board of Managers and the Supermajority Holders; provided, however, that (a) each Member that, at the time of such modification, amendment or restatement has the right to appoint a Manager pursuant to Section 5.3 must provide prior written consent to any amendment, modification or waiver to the Agreement and the Certificate that would modify such Member's appointment rights; (b) each Qualified Holder must approve any amendment or modification to the rights and restrictions under Sections 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 9.9 and this Section 12.4; (c) any amendment, modification or waiver (including an amendment, modification or waiver to clause (b) of this Section 12.4) that would adversely affect in any respect the rights or obligations of any Member without similarly and proportionally affecting the rights or obligations hereunder of all other Members (for the avoidance of doubt, without giving effect to any Member's specific holdings of Membership Interests, specific tax or economic position or any other matters personal to a Member or any rights given to Members owning a certain level of Membership Interests and not to such affected Member specifically), shall not be effective as to such Member without such Member's prior written consent; (d) any amendment or modification (i) to Sections 3.2 or 3.4, Article VII or clause (d) of this Section 12.4 or (ii) that would require Additional Capital Contributions of the then existing Members or change the limited liability of the Members provided for herein and in the Act, shall, in each case of (i) and (ii), require the prior written consent of each Member adversely affected by such amendment or modification (e) subject to compliance with Section 9.9 and the foregoing clause (d) of this proviso, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board of Managers as contemplated by Section 4.2 without the consent of the Members; (f) no consent of any Member who holds only Incentive Interests shall be required to modify, amend or restate this Agreement; (g) the Company shall automatically amend (or

cause to be amended) the Register of Members pursuant to the terms of this Agreement without the consent of the Members; and (h) upon any modification, amendment or restatement of this Agreement (other than an amendment to the Register of Members), the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; provided, however, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering and the entry into a registration rights agreement pursuant to Section 10.12 on substantially the same terms as set forth in Article X by the Company and each Member.

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

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

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

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

12.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the United States District Court for the District of Delaware), and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum and (ii) any and all right to trial by jury in any such suit, action or proceeding. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right

hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third-Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII and Section 10.10, of which the Protected Persons, Indemnitees and Indemnified Parties, respectively, are intended third party beneficiaries who shall be entitled to enforce such provisions as if parties hereto), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

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

12.14 Investment Representation.

(a) Each Member, by execution of this Agreement, (i) represents that it has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement, (ii) represents that this Agreement has been duly and validly executed and delivered by such Member and, assuming due and valid execution and delivery hereof by the Company, does, or upon its execution by the Member will, constitute valid and legally binding obligations of such Member, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, (iii) represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act, (iv) represents to each other Member and to the Company that such Member is acquiring a Membership Interest in the Company for the purpose of investment for such Member's own account, with the intent of holding such Membership Interest for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (v) represents it is not relying (and will not at any time rely) upon any information, representation or warranty by the Company other than as set forth in this Agreement, (vi) acknowledges it has read and understands this Agreement and understands the terms and conditions herein, (vii) acknowledges that such Member must bear the economic risk of loss of such Member's capital contributions to the Company because this Agreement contains restrictions on Transfer and because

the Membership Interests in the Company have not been registered under applicable United States federal and state securities laws (it being understood that the Company shall be under no obligation so to register such Membership Interests in the Company) and cannot be Transferred unless registered under such securities laws or an exemption therefrom is available, and (viii) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contain in this Section 12.14.

12.15 Confidentiality.

(a) Except as and to the extent as may be required by applicable law, regulatory authorities or examinations, without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of, Confidential Information or any of the terms, conditions, or other aspects of this Agreement; provided, however, that a Member and its respective equity owners may disclose Confidential Information (i) to authorized representatives and employees of the Company and its Subsidiaries and as otherwise may be proper in the course of performing such Member's obligations, or enforcing such Member's rights, under this Agreement, (ii) in compliance with Section 12.15(b), (iii) to its Affiliates and its and their officers, directors, agents, employees and other representatives who are subject to obligations of confidentiality, (iv) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company and who agreed to abide by the confidentiality provisions contained herein or are otherwise subject to contractual, professional or fiduciary obligations of confidentiality, (v) to its equity owners and investors, co-investors, managed accounts, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable, who are subject to obligations of confidentiality, in each case in the ordinary course of business or in connection with customary marketing and reporting activities, and to actual or prospective lenders, arrangers, underwriters, note purchasers or other providers of debt financing (and their respective representatives) to such Member or its Affiliates, in each case who are informed of the confidential nature of such Confidential Information and are subject to customary confidentiality obligations; provided, however, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (v); provided further that for each of clauses (iii), (iv) and (v), the applicable Member shall be responsible for any breach of the applicable confidentiality obligations, and (vi) to a bona fide potential purchaser or seller of Membership Interests held by such Member if such bona fide potential purchaser or seller executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.15 and which, among other things, provides for third party beneficiary rights in favor of the Company to enforce the terms thereof. Each Member shall use, and shall direct its officers, directors, agents, employees and other representatives to whom Confidential Information is disclosed to use, the Confidential Information only in connection with its investment in the Membership Interests and not for any other purpose (including to disadvantage the Company or any other Member), it being acknowledged and agreed that certain Members and their respective Affiliates' officers, directors, agents, employees and other representatives ("***Dual Role Individuals***") may serve as directors, managers or officers of portfolio companies of such Members and such portfolio companies will not be deemed to have received or used any Confidential Information solely because any such Dual Role Individual serves on the board (or other governing body) or is an officer of such portfolio

company, so long as such Dual Role Individual does not convey, share, or otherwise communicate Confidential Information to the directors, managers, officers or employees of such portfolio company (other than other Dual Role Individuals), such Dual Role Individual does not use any Confidential Information with an intent to specifically benefit any such portfolio company and such Dual Role Individual does not encourage, direct or knowingly facilitate such portfolio company in taking any action that would be a breach of this Section 12.15 if taken by a Member. As used herein, "***Confidential Information***" means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company and its Subsidiaries (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which (i) is (or subsequently becomes) generally available to the public or is otherwise in the possession of the disclosing Person (from a source not known by the disclosing Person to be subject to confidentiality obligations with respect thereto), unless such information, knowledge, systems or data became generally available to the public or known to such disclosing Person in violation of any non-disclosure obligation, including this Section 12.15, (ii) was or is independently developed by the disclosing Person or any of its representatives without reference to the Confidential Information, or (iii) was disclosed in a prospectus or other documents available for dissemination to the public. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.15 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law, rule or regulation, by order of a court of competent jurisdiction, administrative body or Governmental Authority, or by any subpoena, summons or other legal process, to disclose any Confidential Information (other than as set forth in the final sentence of this Section 12.15(b)), it must, to the extent permitted by applicable law, rule or regulation, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company's sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so. The foregoing shall not apply in connection with any legally required reporting obligations owed to the Securities and Exchange Commission or a similar Governmental Authority or (z) any routine audit or examination by a Governmental Authority or any banking, financial, accounting or securities supervisory authority or similar supervisory, regulatory or self-regulatory authority, so long as such audit or examination does not target the Company or its Subsidiaries, this Agreement or the Confidential Information and such Member notifies such Governmental Authority or other authority of the confidential nature of the Confidential Information and requests that it be treated accordingly.

(c) Each Member shall indemnify the Company for any Damages incurred, suffered or sustained by the Company as a result of any breach by such Member of Section 12.14 or this Section 12.15 (including any breach by an Observer appointed by such Member, if any).

* * * * *

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

COMPANY:

[USS PARENTCO], LLC

_____

Name:
Title:

MEMBERS:

Name of Entity: _____

Signature: _____
Name: _____
Title: _____

Address: [●]

Email Address: [●]

Exhibit A

Form of Joinder

JOINDER

The undersigned is executing and delivering this Joinder, dated as of [___], to that certain Limited Liability Company Agreement of [USS PARENTCO], LLC, a Delaware limited liability company (the "***Company***"), dated as of [•], 2026 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), in connection with the transfer of ownership or issuance of Membership Interests (as defined in the LLC Agreement) to the undersigned. Defined terms used but not otherwise defined herein shall have the respective meanings set forth in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby (i) agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement on and after the date hereof in the same manner as if the undersigned were an original signatory to the LLC Agreement; (ii) agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement; (iii) represents and warrants to the Company that (1) such new Member is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof, and (2) the new Member is not a Competitor of the Company or a Disqualified Lender and will make such other representations as the Company shall deem necessary or appropriate; and (iv) acknowledges that the Membership Interests are not registered under the Securities Act and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the current Register of Members (as defined in the LLC Agreement) of the LLC Agreement as if originally provided therein.

[_____]

By: _____

Name: _____

Title: _____

Address:

E-mail:

Attention:

Exhibit B

Form of Notice of Transfer

Notice of Transfer
Re: Transfer of Membership Interests
in [USS PARENTCO], LLC

Dated as of [_____]

To: [USS PARENTCO], LLC
[_____]
[_____]
Attn: [_____]

To whom it may concern:

Reference is hereby made to that certain Limited Liability Company Agreement, dated as of [•], 2026 (as amended, modified, restated or supplemented from time to time, the "***LLC Agreement***"), of [USS PARENTCO], LLC, a Delaware limited liability company (the "***Company***"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

The undersigned Member (the "***Transferor***") hereby certifies that effective five (5) Business Days following the Company's receipt of this Notice of Transfer (the "***Effective Date***"), the Transferor will transfer [●] Membership Interests to [●] (the "***Transferee***") for a price per Membership Interest of $[●].

The undersigned hereby certifies that (i) such transfer is permitted under Article IX of the LLC Agreement and is not prohibited under Section 9.1(b) of the LLC Agreement, (ii) neither the Transferee nor any of the Transferee's Affiliates is a Competitor of the Company or a Disqualified Lender, and (iii) for value received, effective as of the Effective Date, the undersigned Transferor hereby sells, assigns and transfers unto the Transferee [●] Membership Interests standing in such undersigned Transferor's name on the books of the Company and hereby irrevocably constitutes and appoints the Company as attorney-in-fact of the undersigned to transfer said Membership Interests on the books of the Company with full power of substitution.

[Signature Page Follows]

Very truly yours,

By _____
Name: _____
Title: _____

Exhibit C

Form of ROFO Notice

ROFO Notice
Re: Transfer of Membership Interests
in [USS PARENTCO], LLC

Dated as of [_____]

To: [USS PARENTCO], LLC
[●]

Attn: [●]
E-mail: [●]

Reference is hereby made to the Limited Liability Company Agreement, dated as of [●], 2026 (the "***LLC Agreement***") of [USS PARENTCO], LLC, a Delaware limited liability company (the "***Company***"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

The undersigned Member (the "***Selling ROFO Member***") wishes to transfer [●] Membership Interests (the "***Offered Interests***") and hereby gives this ROFO Notice to the ROFO Rightholders as required under Section 9.5(a) of the LLC Agreement.

Pursuant to Section 9.5(b) of the LLC Agreement, you have until the expiration of the Offer Price Period to deliver an Offer Purchase Notice to the Company: (i) agreeing to purchase the number of Offered Interests up to your entire ROFO Percentage of Offered Interests; (ii) if you have elected to purchase your entire ROFO Percentage of Offered Interests, agreeing to purchase up to your entire ROFO Percentage of the Offered Interests not subscribed for by the other ROFO Rightholders and (iii) if you have elected to purchase your entire ROFO Percentage of Offered Interests and your entire ROFO Percentage of the Offered Interests not subscribed for by the other ROFO Rightholders, agreeing to purchase the number of remaining Offered Interests not purchased by the other ROFO Rightholders, in each case, upon the terms set forth below.

Upon a purchase the Offered Interests, you and the Selling ROFO Member shall enter into a definitive written transfer agreement, which shall include the terms set forth in Section 9.5(e) of the LLC Agreement. Notwithstanding anything to the contrary herein, nothing in this ROFO Notice shall be deemed to amend, modify or supersede Section 9.5 of the LLC Agreement, which shall continue in full force and effect.

Very truly yours,

Selling ROFO Member: [_____]

By:_____
Name:
Title:

Please send any response to this notice to
the Company at the address below:

[USS PARENTCO], LLC
[●]
Attn: [●]
E-mail: [●]

Schedule 1.1

Initial Competitors

1. [●]

Schedule 5.3(a)

Initial Board of Managers

Manager	Appointing Major Holder Member
[●]	Clearlake Member
[●]	Clearlake Member
[●]	Clearlake Member
[●]	Searchlight Member
[●]	Searchlight Member
[●]	Apollo Member
[●]	Oaktree Member, Canyon Member and Sixth Street Member
[●]	Oaktree Member, Canyon Member and Sixth Street Member (Independent Manager)
[●]	N/A (CEO Manager)

EXHIBIT B TO PLAN SUPPLEMENT

MEMBERS OF NEW BOARD

Identities of the Members of the Reorganized Parent Board

Pursuant to Article IV.I of the Plan, as of the Effective Date, the terms of the current members of the boards of directors or managers (as applicable) of each of the Debtors shall expire, such current directors or managers (as applicable) shall be deemed to have resigned and the initial members of the New Boards (including the Reorganized Parent Board) shall be appointed in accordance with the respective New Organizational Documents. In connection with the implementation of the Plan, the Reorganized Parent Board, as of the Effective Date, shall consist initially of nine managers, each of whom shall be approved and appointed in accordance with the terms of the Governance Term Sheet attached as Exhibit I to the Restructuring Support Agreement.

The Debtors shall disclose the identity and affiliations of the Persons proposed to serve on the Reorganized Parent Board as soon as such Persons are known and determined.

EXHIBIT C TO PLAN SUPPLEMENT

CREDIT AGREEMENT FOR EXIT ABL FACILITY

(to come)

EXHIBIT D TO PLAN SUPPLEMENT

CREDIT AGREEMENT FOR EXIT RCF FACILITY

(to come)

EXHIBIT E TO PLAN SUPPLEMENT

CREDIT AGREEMENT FOR EXIT TERM LOAN FACILITY

DRAFT 1/23/2026
SUBJECT TO ONGOING REVIEW

CREDIT AGREEMENT

among

PECF USS INTERMEDIATE HOLDING II CORPORATION,
as HOLDINGS,

PECF USS INTERMEDIATE HOLDING III CORPORATION,
as BORROWER,

THE LENDERS PARTY HERETO,

and

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as ADMINISTRATIVE AGENT and COLLATERAL AGENT

Dated as of [__], 2026,

TABLE OF CONTENTS

Page

[1] NTD: Table of contents to be conformed.

THIS CREDIT AGREEMENT, dated as of [__], 2026, among PECF USS Intermediate Holding II Corporation, a Delaware corporation ("Holdings"), PECF USS Intermediate Holding III Corporation, a Delaware corporation ("Borrower"), certain direct and indirect subsidiaries of Holdings, the Lenders party hereto from time to time and Wilmington Savings Fund Society, FSB ("WSFS"), as the Administrative Agent and the Collateral Agent. All capitalized terms used herein and defined in Section 1 are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, on December 29, 2025 (the "Petition Date"), Holdings, the Borrower and certain subsidiaries of the Borrower (collectively with Holdings and the Borrower, the "Debtors" and each individually, a "Debtor"), commenced cases, jointly administered under Case No. 25-23630 (collectively, the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (such court, together with any other court having exclusive jurisdiction over the cases from time to time and any Federal appellate court thereof, the "Bankruptcy Court").

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

WHEREAS, the Debtors are parties to that certain Superpriority Secured Debtor in Possession Credit Agreement, dated as of December 31, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing DIP Credit Agreement"), by and among the Debtors, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent, and the lenders from time to time party thereto.

WHEREAS, in connection with the Chapter 11 Cases, the Borrower has requested that the Lenders provide a term loan facility on the Closing Date in an aggregate principal amount of $300,000,000.[2]

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

Section 1. Definitions and Accounting Terms.

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

"ABL Collateral" shall have the meaning provided in the USS ABL Intercreditor Agreement.

"ABL Revolving Loans" shall have the meaning ascribed to the term "Revolving Loans" in the USS ABL Credit Agreement.

[2] NTD: Additional deemed tranche to be incorporated in accordance with the Bankruptcy Plan.

"Accepting Lender" shall have the meaning provided in Section 5.02(k).

"Accounting Changes" shall have the meaning provided in Section 13.07(b).

"Acquired Entity or Business" shall mean either (x) the assets constituting a business division, product line, manufacturing facility or distribution facility of any Person not already a Subsidiary of Holdings, which assets shall, as a result of the respective acquisition, become assets of the Borrower or a Subsidiary of Holdings (or assets of a Person who shall be merged with and into the Borrower or a Subsidiary of Holdings) or (y) a majority of the Equity Interests of any Person, which Person shall, as a result of the respective acquisition, become a Subsidiary of the Holdings (or shall be merged with and into the Borrower or a Subsidiary of Holdings).

"Ad Hoc Group" shall mean [that certain ad hoc group of lenders] represented by Akin Gump Strauss Hauer & Feld LLP.

"Additional Security Documents" shall have the meaning provided in Section 9.12(a).

"Adjusted Consolidated Working Capital" shall mean, at any time, Consolidated Current Assets *less* Consolidated Current Liabilities at such time.

"Administrative Agent" shall mean WSFS in its capacity as Administrative Agent for the Lenders hereunder, and shall include its branch offices and affiliates in any applicable jurisdiction and any successor to the Administrative Agent appointed pursuant to Section 12.10.

"Administrative Questionnaire" shall mean an administrative questionnaire in the form approved by the Administrative Agent.

"Affected Financial Institution" shall mean (i) any EEA Financial Institution or (ii) any UK Financial Institution.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that neither the Administrative Agent nor any Lender (nor any Affiliate thereof) shall be considered an Affiliate of the Borrower or any other Group Member as a result of this Agreement, the extensions of credit hereunder or its actions in connection therewith.

"Affiliate Transaction" shall have the meaning provided in Section 10.06.

"Agency Fee Letter" shall mean that certain fee letter, dated as of the Closing Date, by and among the Credit Parties party thereto and the Administrative Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Agent Parties" shall have the meaning provided in Section 13.03(d).

"Agents" shall mean the Administrative Agent, the Collateral Agent, any sub-agent or co-agent of either of the foregoing pursuant to the Credit Documents.

"Agreement" shall mean this Credit Agreement, as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time.

"Anti-Corruption Laws" shall mean the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and all other laws, rules, and regulations of any jurisdiction concerning or relating to the prevention or prohibition of bribery or corruption.

"Anti-Money Laundering Laws" shall mean the U.S. Bank Secrecy Act, the Patriot Act, the Money Laundering Control Act of 1986, the Anti-Money Laundering Control Act of 2020, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, and all other laws, rules and regulations of any jurisdiction related to terrorism financing or money laundering, including "know your customer" and financial recordkeeping and reporting requirements.

"Applicable ECF Prepayment Percentage" shall mean, at any time, 50%.

"Applicable Margin" shall mean a percentage *per annum* equal to, in the case of (a) Initial Term Loans maintained as Base Rate Loans, 5.50% and (b) in the case of Initial Term Loans maintained as Term SOFR Loans, 6.50%; provided, that if interest is paid in-kind for any portion of the Initial Term Loans in any Interest Period (in accordance with the terms and conditions set forth herein), interest payable on all Initial Term Loans for such Interest Period shall increase to a percentage *per annum* equal to, in the case of (a) Initial Term Loans maintained as Base Rate Loans, 6.50% and (b) in the case of Initial Term Loans maintained as Term SOFR Loans, 7.50%.

The Applicable Margins for any Tranche of Incremental Term Loans shall be (i) in the case of Incremental Term Loans added to an existing Tranche, the same as the Applicable Margins for such existing Tranche and (ii) otherwise, as specified in the applicable Incremental Term Loan Amendment. The Applicable Margins for any Tranche of Extended Term Loans shall be as specified in the applicable Extension Amendment.

"Approved Commercial Bank" shall mean a commercial bank with a consolidated combined capital and surplus of at least $5,000,000,000.

"Approved Fund" shall mean, with respect to any Term Loans (and Term Loan Commitments), any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person)) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) an existing Term Lender, (b) an Affiliate of an existing Term Lender, or (c) an entity or an Affiliate of an entity that administers or manages an existing Term Lender.

"Asset Sale" shall mean any sale, transfer or other disposition of all or any part of the property or assets by the Borrower or any other Group Member, or entry into any Sale-Leaseback Transaction by the Borrower or any other Group Member, in each case, pursuant to [Sections 10.02(ii), (viii), (x), (xii), (xxi) or (xxiii)].

"Assignment and Assumption Agreement" shall mean an Assignment and Assumption Agreement substantially in the form of Exhibit K (appropriately completed) or such other form as shall be acceptable to the Administrative Agent and the Group Representative (such approval by the Group Representative not to be unreasonably withheld, delayed or conditioned).

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

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

"Available Tenor" shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

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

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

"Bankruptcy Code" shall have the meaning provided in Section 11.05.

"Bankruptcy Court" shall have the meaning provided in the recitals.

"Bankruptcy Plan" shall mean the "Plan" as defined in the Restructuring Support Agreement.

"Base Rate" shall mean, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day (which, if negative, shall be deemed to be 0.00%) plus ½ of 1%, (b) the Prime Rate in effect on such day and (c) Term SOFR for a Term SOFR Loan with a one month Interest Period commencing on such day (or if such day is not a Business Day, the immediately preceding Business Day) *plus* 1.00%. Notwithstanding any of the foregoing, the Base Rate with respect to the Initial Term Loans shall not at any time be less than 3.00% *per annum.* Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR, respectively.

"Base Rate Loan" shall mean each Loan which is designated or deemed designated as a Loan bearing interest at the Base Rate by the Borrower or the Group Representative at the time of the incurrence thereof or conversion thereto. All Base Rate Loans shall be denominated in Dollars.

"Benchmark" shall mean, with respect to any Loan denominated in Dollars, Term SOFR; *provided* that if a replacement of the Benchmark has occurred pursuant to Section 2.16(c) then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" shall mean, with respect to any Loan, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower or the Group Representative as the replacement Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by a Relevant Governmental Body, for syndicated credit facilities denominated in Dollars at such time; *provided* that, solely with respect to the Initial Term Loans, if the Benchmark Replacement would be less than 2.00%, the Benchmark Replacement will be deemed to be 2.00% for the purposes of this Agreement and the other Credit Documents.

Any Benchmark Replacement shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Administrative Agent, such Benchmark Replacement shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"Benchmark Replacement Conforming Changes" shall mean, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definitions of "Business Day" and "U.S. Government Securities Business Day," the definition 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 breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides in its reasonable discretion that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"Benchmark Transition Event" shall mean, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark or a Governmental Authority with jurisdiction over such administrator announcing or stating that all Available Tenors are or will no longer be representative, or made available, or used for determining the interest rate of loans, or shall or will otherwise cease, provided that, at the time of such statement or publication, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide any representative tenors of such Benchmark after such specific date.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation and consistent with the LSTA form beneficial ownership certification.

"Beneficial Ownership Regulation" shall mean 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean 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" shall have the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Bona Fide Debt Fund" shall mean any bona fide debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business for financial investment purposes which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any Disqualified Lender or (b) any Affiliate of such Disqualified Lender, but, in each case, with respect to which no personnel involved with any investment in such Person or the management, control or operation of such Person directly or indirectly makes, has the right to make or participates with others in making any investment decisions, or otherwise causing the direction of the investment policies, with respect to such debt fund, investment vehicle, regulated bank entity or unregulated entity.

"Borrower" shall have the meaning provided in the preamble hereto.

"Borrower Materials" shall have the meaning provided in Section 9.01.

"Borrowing" shall mean the borrowing of the same Type of Term Loan pursuant to a single Tranche by the Borrower from all the Lenders having Term Loan Commitments with respect to such Tranche on a given date (or resulting from a conversion or conversions on such date), having in respect of such Tranche, in the case of Term SOFR Loans, the same Interest Period; *provided* that any Incremental Term Loans incurred pursuant to Section 2.01(c) shall be considered part of the related Borrowing of the then outstanding Tranche of Term Loans (if any) to which such Incremental Term Loans are added pursuant to, and in accordance with the requirements of, Section 2.15.

"Business Day" shall mean any day except Saturday, Sunday and any day which shall be in New York City or the state where the Administrative Agent's office is located a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close in New York City.

"Capital Expenditures" shall mean, with respect to any Person, all expenditures by such Person which are required to be capitalized in accordance with U.S. GAAP and, without duplication, the amount of Capitalized Lease Obligations incurred by such Person; *provided* that Capital Expenditures shall not include (i) the purchase price paid in connection with a Permitted

Acquisition, (ii) the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for such existing equipment being traded in at such time, (iii) expenditures made in leasehold improvements, to the extent reimbursed by the landlord, (iv) expenditures to the extent that they are actually paid for by any Person other than a Credit Party or any of its Subsidiaries and for which no Credit Party or any of its Subsidiaries has provided or is required to provide or incur, directly or indirectly, any consideration or monetary obligation to such third party or any other Person (whether before, during or after such period), (v) property, plant and equipment taken in settlement of accounts and (vi) expenditures made to restore, replace or rebuild property subject to any damage, loss, destruction or condemnation, to the extent such expenditures are made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any damage, loss destruction or condemnation.

"Capitalized Lease Obligations" shall mean, with respect to any Person, all rental obligations of such Person which, under U.S. GAAP, are required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with U.S. GAAP.

"Cash Equivalents" shall mean:

(i) Dollars, Canadian dollars, pounds sterling, euros, the national currency of any participating member state of the European Union or, in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(ii) readily marketable direct obligations of any member of the European Economic Area, Switzerland, Japan, the United Kingdom or any political subdivision, agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of such country, and, at the time of acquisition thereof, having a credit rating of at least Aa3 (or the equivalent grade) by Moody's, AA- (or the equivalent grade) by S&P or AA- (or the equivalent grade) by Fitch;

(iii) marketable general obligations issued by (a) any state of the United States or any political subdivision thereof or any instrumentality thereof that are guaranteed by the full faith and credit of such state or (b) Canada or any political subdivision, agency or instrumentality thereof that are guaranteed by the full faith and credit of Canada, and, in each case, at the time of acquisition thereof, having a credit rating of at least Aa3 (or the equivalent grade) by Moody's, AA- (or the equivalent grade) by S&P or AA- (or the equivalent grade) by Fitch;

(iv) securities or any other evidence of Indebtedness or readily marketable direct obligations issued or directly and fully guaranteed or insured by (a) the United States government or any agency or instrumentality of the United States government, the United Kingdom government or any agency or instrumentality thereof, or any member of the European Union or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States, the United Kingdom or such member, as the case may be, is pledged in support of those securities) or (b) Canada or any agency or instrumentality

thereof (*provided* that the full faith and credit of Canada is pledged in support of those securities), and, in each case, having maturities of not more than 24 months from the date of acquisition;

(v) certificates of deposit and eurodollar time deposits with maturities of twenty-four months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twenty-four months and overnight bank deposits, in each case, with any Lender party to this Agreement or any commercial bank or trust company having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A-2" (or equivalent grade) by Moody's, "A" (or the equivalent grade) by S&P or "A" (or the equivalent grade) by Fitch;

(vi) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (iv) and (v) above entered into with any financial institution meeting the qualifications specified in clause (v) above;

(vii) commercial paper having one of the two highest ratings obtainable from Moody's, S&P or Fitch and, in each case, maturing within 24 months after the date of acquisition;

(viii) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (i) through (vii) of this definition; and

(ix) Indebtedness or preferred stock issued by Person having a credit rating of at least A-2 (or the equivalent grade) by Moody's, A (or the equivalent grade) by S&P or A (or the equivalent grade) by Fitch, maturing within 24 months after the date of acquisition.

"Cayman Borrower" shall mean Vortex Opco, LLC, a Cayman Islands limited liability company.

"Cayman Holdings" shall mean Vortex Holdco, LLC, a Cayman Islands limited liability company.

"Change in Law" shall mean the occurrence after the Closing Date or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement, of (a) the adoption of or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by any Lender (or, for purposes of Section 2.10(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after such applicable date; *provided* that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall be deemed to occur if:

(a) at any time prior to an Initial Public Offering, any combination of Permitted Holders shall fail to own beneficially (within the meaning of Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date), directly or indirectly, in the aggregate Equity Interests representing at least 50.1% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Holdings;

(b) at any time on and after an Initial Public Offering, any person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such person and its Subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (y) any combination of Permitted Holders and (z) any one or more direct or indirect parent companies of Holdings in which the Permitted Holders, directly or indirectly, owns the largest percentage of such parent company's voting Equity Interests and in which no other person or "group" directly or indirectly owns or controls (by ownership, control or otherwise) more voting Equity Interests of such parent company than the Permitted Holders, shall have, directly or indirectly, acquired beneficial ownership of Equity Interests representing 35% or more of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company and the Permitted Holders shall own, directly or indirectly, less than such person or "group" of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company;

(c) a "change of control" (or similar event) shall occur under (i) the USS ABL Credit Agreement, (ii) the USS Revolver Credit Agreement, (iii) the USS Intercompany Credit Agreement, or (iv) the definitive agreements governing Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount;

(d) other than in connection with or after an Initial Public Offering, Holdings shall cease to own, directly or indirectly, 100% of the Equity Interests of the Borrower; or

(e) so long as the obligations under the USS Intercompany Credit Agreement are outstanding, the Borrower shall cease to own, directly or indirectly, 100% of the Equity Interests of Cayman Holdings or the Cayman Borrower.

Notwithstanding anything to the contrary in this definition or any provision of Section 13d-3 of the Exchange Act, no person or "group" shall be deemed to beneficially own Equity Interests to be acquired by such person or "group" pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting agreement related thereto) until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement.

"Chapter 11 Cases" shall have the meaning provided in the recitals.

"Closing Date" shall mean the date on which all conditions set forth in Section 6 have been satisfied or waived in accordance with this Agreement, which occurred on [__], 2026.

"Closing Date First Lien Net Leverage Ratio" shall mean [__]:1.00.

"Closing Date Secured Net Leverage Ratio" shall mean [__]:1.00.

"Closing Date Total Net Leverage Ratio" shall mean [__]:1.00.

"CME" shall mean CME Group Benchmark Administration Limited.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended from time to time.

"Collateral" shall mean all property (whether real, personal or otherwise) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document (including any Additional Security Documents), including all "Collateral" as described in the Security Agreement and all Mortgaged Properties; *provided* that in no event shall the term "Collateral" include any Excluded Collateral.

"Collateral Agent" shall mean WSFS, in its capacity as Collateral Agent for the Secured Creditors pursuant to the Security Documents, and shall include its branch offices and affiliates in any applicable jurisdiction and any successor to the Collateral Agent appointed pursuant to Section 12.10.

"Commitment" shall mean, with respect to any Term Lender, such Term Lender's Initial Term Loan Commitment or Incremental Term Loan Commitment.

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

"Communication" shall have the meaning provided to such term in Section 13.21.

"Conforming Changes" shall mean, with respect to the use, administration of or any conventions associated with SOFR or Term SOFR, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "Term SOFR" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent determines in consultation with the Borrower is reasonably necessary in connection with the administration of this Agreement and any other Credit Document).

"Consolidated Current Assets" shall mean, at any time, the consolidated current assets of the Group Members at such time (other than cash and Cash Equivalents, amounts related to current or deferred Taxes based on income or profits, assets held for sale, loans to third parties that are

permitted under this Agreement, pension assets, deferred bank fees and derivative financial instruments).

"Consolidated Current Liabilities" shall mean, at any time, the consolidated current liabilities of the Group Members at such time (other than the current portion of any Indebtedness under this Agreement, the current portion of any other long-term Indebtedness which would otherwise be included therein, accruals of Interest Expense (excluding Interest Expense that is due and unpaid), accruals for current or deferred Taxes based on income or profits, accruals of any costs or expenses related to restructuring reserves to the extent permitted to be included in the calculation of Consolidated EBITDA and the current portion of pension liabilities).

"Consolidated Depreciation and Amortization Expense" shall mean, with respect to any Person, for any period, the total amount of depreciation and amortization expense, including (i) amortization of deferred financing fees and debt issuance costs, commissions, fees and expenses, (ii) amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits and (iii) amortization of intangibles (including, amortization of turnaround costs, goodwill and organizational costs) (excluding any such adjustment to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such adjustment is subsequently reversed), in each case of such Person and its Subsidiaries for such period on a consolidated basis in accordance with U.S. GAAP.

"Consolidated EBITDA" shall mean, with respect to any Person for any period, Consolidated Net Income of such Person for such period; *plus* (without duplication):

(i) provision for taxes based on income, profits, revenue or capital (including state and foreign income taxes, franchise taxes, excise, value added and similar taxes), foreign withholding taxes (in each case, including any future taxes or levies that replace or are intended to be in lieu of taxes and any penalties and interest related to taxes or arising from tax examinations) of such Person and its Subsidiaries for such period, and including an amount equal to the tax distributions actually made to the holders of the Equity Interests of such Person or any direct or indirect parent of such Person in respect of such period in accordance with Section 10.03(vi) as though such amounts had been paid as income taxes directly by such Person, in each case, to the extent such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(ii) the Consolidated Depreciation and Amortization Expense of such Person and its Subsidiaries for such period, to the extent such expenses were deducted in computing such Consolidated Net Income; *plus*

(iii) the Consolidated Interest Charges of such Person and its Subsidiaries for such period, to the extent such Consolidated Interest Charges were deducted in computing such Consolidated Net Income; *plus*

(iv) any other non-cash losses, charges and expenses of such Person and its Subsidiaries (including write-offs and write-downs) for such period, to the extent such non-cash losses, charges or expenses were deducted in computing such Consolidated Net Income; *provided* that if any such non-cash loss, charge or expense represents an accrual

or reserve for anticipated cash charges in any future period, 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; *plus*

(v) Transaction Costs and fees, costs, expenses or charges related to the Chapter 11 Cases and the Existing DIP Credit Agreement, to the extent such Transaction Costs, fees, costs, expenses or charges were deducted in computing such Consolidated Net Income; *plus*

(vi) any losses from foreign currency transactions and foreign translations (including losses related to currency remeasurements of Indebtedness) of such Person and its Subsidiaries for such period, to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

(vii) any cost savings, operating expense reductions, operating improvements and synergies permitted to be added back to this definition pursuant to the definition of "Pro Forma Cost Savings" (including, expenses attributable to the implementation of such cost savings initiatives and costs and expenses incurred after the Closing Date related to employment of terminated employees incurred by such Person during such period to the extent such costs and expenses were deducted in computing Consolidated Net Income); *plus*

(viii) losses in respect of pension and post-employment benefits of such Person, as a result of the application of ASC 715, *Compensation-Retirement Benefits*, to the extent that such losses were deducted in computing such Consolidated Net Income; *plus*

(ix) the amount of indemnities and expenses incurred or reimbursed by such Person to any Permitted Holder otherwise permitted hereunder; *plus*

(x) any proceeds from business interruption insurance received by such Person during such period, to the extent the associated losses arising out of the event that resulted in the payment of such business interruption insurance proceeds were deducted in computing Consolidated Net Income; *plus*

(xi) [reserved]; *plus*

(xii) any contingent or deferred payments (including, indemnification payments, adjustments of purchase or acquisition price, earn-outs, noncompetes, consulting payments and similar obligations) incurred in connection with the Transaction, Permitted Acquisitions or any other acquisitions, dispositions or Investments (including those consummated prior to the Closing Date), to the extent paid or accrued during such period and deducted in computing such Consolidated Net Income; *plus*

(xiii) [reserved]; *plus*

(xiv) the amount of any interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any Subsidiary of such Person that is not a Wholly-Owned Subsidiary of such Person, to the extent such amount was

deducted in computing such Consolidated Net Income; *plus*

(xv) with respect to any joint venture that is not a Subsidiary, an amount equal to the proportion of those items described in clauses (i), (ii) and (iii) above relating to such joint venture corresponding to such Person's and its Subsidiaries' proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Subsidiary) solely to the extent Consolidated Net Income of such joint venture was reduced thereby; *minus*

(xvi) the amount of any gain in respect of pension and post-employment benefits as a result of the application of ASC 715, to the extent that such gains were taken into account in computing such Consolidated Net Income; *minus*

(xvii) any gains from foreign currency transactions and foreign translations (including gains related to currency remeasurements of Indebtedness) of such Person and its Subsidiaries for such period, to the extent such gains were taken into account in computing such Consolidated Net Income; *minus*

(xviii) non-cash gains increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business and other than reversals of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period;

provided, that the Borrower or Group Representative may, in its sole discretion, elect to not make any adjustment for any item pursuant to the foregoing clauses (i) through (xviii) above if any such item individually is less than $[2,000,000] in any fiscal quarter.

Unless expressly specified otherwise, references in this Agreement and in any other Credit Document to "Consolidated EBITDA" shall refer to the Consolidated EBITDA of the Group Members on a consolidated basis.

"Consolidated First Lien Net Leverage Ratio" shall mean, with respect to any Test Period, the ratio of (i) Consolidated First Lien Secured Debt as of the last day of such Test Period to (ii) Consolidated EBITDA for such Test Period, in each case, calculated on a Pro Forma Basis.

"Consolidated First Lien Secured Debt" shall mean, at any time, (i) the sum of all Consolidated Indebtedness outstanding at such time that is secured by a Lien on any assets of the Group Members, *less* (ii) the aggregate principal amount of Indebtedness of the Group Members at such time that is secured solely by a Lien on the assets of the Group Members that is junior to the Lien securing the Obligations, *less* (iii) the aggregate amount of (a) unrestricted cash and Cash Equivalents of the Group Members and (b) Permitted Restricted Cash.

"Consolidated Indebtedness" shall mean, at any time, the sum of (without duplication) (i) all Capitalized Lease Obligations of the Group Members, (ii) all Indebtedness of the Group Members of the type described in clauses (i)(A), (viii), (ix) and/or (x) of the definition of "Indebtedness" and (iii) all Contingent Obligations of the Group Members in respect of Indebtedness of any third Person of the type referred to in the preceding clauses (i) and (ii), in each

case, determined on a consolidated basis in accordance with U.S. GAAP and calculated on a Pro Forma Basis.

"Consolidated Interest Charges" shall mean, with respect to any period, for the Group Members on a consolidated basis, all cash interest, premium payments, debt discount, charges and related fees and expenses, net of interest income, of the Group Members in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with U.S. GAAP, excluding (a) up-front or financing fees, transaction costs, commissions, expenses, premiums or charges, (b) costs associated with obtaining, or breakage costs in respect of swap or hedging agreements, (c) amortization of deferred financing costs and (d) all cash dividends, whether paid or accrued, on any series of preferred stock or any series of Disqualified Stock of such Person or any of its Subsidiaries, excluding items eliminated in consolidation, in each case, determined on a consolidated basis in accordance with U.S. GAAP. Notwithstanding the foregoing, for purposes of calculating Consolidated Interest Charges for any period that includes a fiscal quarter (or portion thereof) prior to the Closing Date (other than as a component of Consolidated EBITDA), Consolidated Interest Charges shall be calculated from the period from the Closing Date to the date of determination divided by the number of days in such period and multiplied by 365.

"Consolidated Net Income" shall mean, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with U.S. GAAP; *provided* that:

(i) any after-tax effect of all extraordinary (as determined in accordance with U.S. GAAP prior to giving effect to Accounting Standards Update No. 2015-01, *Income Statement—Extraordinary and Unusual Items (Subtopic 225-20), Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items*), nonrecurring or unusual gains or losses or income or expenses or charges (including related to the Transaction) or any restructuring charges or reserves, including, any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses, retention, severance, system establishment cost, contract termination costs, costs to consolidate facilities and relocate employees, advisor fees and other out of pocket costs and non-cash charges to assess and execute operational improvement plans and restructuring programs, will be excluded;

(ii) any expenses, costs or charges incurred, or any amortization thereof for such period, in connection with any equity issuance, Investment, New Project, acquisition, disposition, recapitalization or incurrence or repayment of, or amendment or waiver of the operative documents with respect to, Indebtedness permitted under this Agreement, including a refinancing thereof (in each case whether or not successful) (including any such costs and charges incurred in connection with the Transaction), and all gains and losses realized in connection with any business disposition or any disposition of assets outside the ordinary course of business or the disposition of securities or the early extinguishment of Indebtedness or derivative instruments, together with any related provision for taxes on any such gain, loss, income or expense will be excluded;

(iii) the net income (or loss) of any Person that is not a Subsidiary or that is

accounted for by the equity method of accounting will be excluded; *provided* that the income of such Person will be included to the extent of the amount of dividends or similar distributions paid in cash (or converted to cash) to the specified Person or a Subsidiary of the Person;

(iv) the net income (or loss) of any Person and its Subsidiaries will be calculated without deducting the income attributed to, or adding the losses attributed to, the minority equity interests of third parties in any non-Wholly-Owned Subsidiary except to the extent of the dividends paid in cash (or convertible into cash) during such period on the shares of Equity Interests of such Subsidiary held by such third parties;

(v) [reserved];

(vi) the cumulative effect of any change in accounting principles will be excluded;

(vii) (a) any non-cash costs, charges or expenses realized or resulting from the grant or periodic remeasurement of stock options, restricted stock grants, other equity incentive programs (including any stock appreciation and similar rights) or other management or employee benefit plan or agreement and (b) any costs, charges or expenses realized, resulting from or incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent, in the case of clause (b), that such costs or expenses are funded with cash proceeds contributed to the common equity capital of the Group Members, will be excluded;

(viii) the effect of any non-cash impairment charges or write-ups, write-downs or write-offs of assets or liabilities and the amortization of intangibles resulting from any non-cash impairment charges or write-up, write-downs or write-offs, in each case, arising from the application of U.S. GAAP, including pursuant to ASC 805, *Business Combinations*, ASC 350, *Intangibles-Goodwill and Other*, or ASC 360, *Property*, *Plant and Equipment*, as applicable, will be excluded;

(ix) any net after-tax income or loss from disposed, abandoned or discontinued operations and any net after-tax gains or losses on disposed, abandoned or discontinued, transferred or closed operations will be excluded;

(x) any increase in amortization or depreciation, or effect of any adjustments to inventory, property, plant or equipment, software, goodwill and other intangibles, debt line items, deferred revenue or rent expense, any one time cash charges (such as purchased in process research and development or capitalized manufacturing profit in inventory) or any other effects, in each case, resulting from purchase accounting will be excluded;

(xi) an amount equal to the tax distributions actually made to the holders of the Equity Interests of such Person or any direct or indirect parent of such Person in respect of such period in accordance with Section 10.03(vi) will be included as though such amounts had been paid as income taxes directly by such Person for such period;

(xii) unrealized gains and losses relating to foreign currency transactions or foreign translations, including those relating to mark-to-market of Indebtedness resulting from the application of U.S. GAAP, including pursuant to ASC 830, *Foreign Currency Matters*, (including any net loss or gain resulting from hedge arrangements for currency exchange risk) will be excluded;

(xiii) any net gain or loss from obligations under Interest Rate Protection Agreements or Other Hedging Agreements or in connection with the early extinguishment of Indebtedness or obligations under Interest Rate Protection Agreements or Other Hedging Agreements (including of ASC 815, *Derivatives and Hedging*) will be excluded;

(xiv) the amount of any restructuring, business optimization, acquisition and integration costs and charges or reserves (including, retention, severance, systems establishment costs, excess pension charges, information technology costs, rebranding costs, recruiting and signing bonuses and expenses, contract termination costs, including future lease commitments, costs related to the start-up (including entry into new market/channels and new service offerings), preopening, opening, closure or relocation, reconfiguration or consolidation of facilities and costs to relocate employees, systems, facilities or equipment conversion costs, consulting fees, costs associated with tax projects and audits, inventory, distribution, marketing or sales optimization programs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges) or other fees related to any of the foregoing (including any such costs, charges or reserves and fees incurred in connection with the Transactions) will be excluded;

(xv) accruals and reserves that are established or adjusted within 24 months after the Closing Date that are so required to be established as a result of the Transaction in accordance with U.S. GAAP will be excluded;

(xvi) any Public Company Costs will be excluded;

(xvii) all amortization and write-offs of deferred financing fees, debt issuance costs, commissions, fees and expenses, costs of surety bonds, charges owed with respect to letters of credit, bankers' acceptances or similar facilities, and expensing of any bridge, commitment or other financing fees (including in connection with a transaction undertaken but not completed), will be excluded;

(xviii) [reserved];

(xix) (A) the non-cash portion of "straight-line" rent expense will be excluded and (B) the cash portion of "straight-line" rent expense that exceeds the amount expensed in respect of such rent expense will be included;

(xx) losses, charges and expenses that are covered by indemnification or other reimbursement provisions in connection with any asset disposition will be excluded to the extent actually reimbursed, or, so long as such Person has made a determination that a reasonable basis exists for indemnification or reimbursement, but only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination

(with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(xxi) non-cash charges or income relating to adjustments to deferred tax asset valuation allowances will be excluded;

(xxii) cash dividends or returns of capital from Investments (such return of capital not reducing the ownership interest in the underlying Investment), in each case received during such period, to the extent not otherwise included in Consolidated Net Income for that period or any prior period subsequent to the Closing Date will be included;

(xxiii) non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretation shall be excluded; and

(xxiv) (i) revenues, royalties and commissions otherwise deferred under GAAP, shall be included in the relevant period and (ii) the amount of previously deferred revenues, royalties and commissions recognized under GAAP during the relevant period shall be excluded;

provided, that the Borrower or Group Representative may, in its sole discretion, elect to not make any adjustment for any item pursuant to the foregoing clauses (i) through (xxiv) above if any such item individually is less than $[2,000,000] in any fiscal quarter.

Unless expressly specified otherwise, references in this Agreement and in any other Credit Document to "Consolidated Net Income" shall refer to the Consolidated Net Income of the Group Members on a consolidated basis.

"Consolidated Secured Debt" shall mean, at any time, (i) the sum of all Consolidated Indebtedness outstanding at such time that is secured by a Lien on any assets of the Group Members, *less* (ii) the aggregate amount of (a) unrestricted cash and Cash Equivalents of the Group Members and (b) Permitted Restricted Cash.

"Consolidated Secured Net Leverage Ratio" shall mean, with respect to any Test Period, the ratio of (i) Consolidated Secured Debt as of the last day of such Test Period to (ii) Consolidated EBITDA for such Test Period, in each case, calculated on a Pro Forma Basis.

"Consolidated Total Assets" shall mean, as of any date of determination, the amount that would, in conformity with U.S. GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the Group Members as of the last day of the most recently ended Test Period.

"Consolidated Total Debt" shall mean, at any time, (i) the sum of all Consolidated Indebtedness outstanding at such time, *less* (ii) the aggregate amount of (a) unrestricted cash and Cash Equivalents of the Group Members and (b) Permitted Restricted Cash.

"Consolidated Total Net Leverage Ratio" shall mean, with respect to any Test Period, the ratio of (i) Consolidated Total Debt as of the last day of such Test Period to (ii) Consolidated EBITDA for such Test Period, in each case, calculated on a Pro Forma Basis.

"Contingent Obligation" shall mean, as to any Person, any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing or intended to guarantee any Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any such obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided*, *however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. Except as otherwise provided herein, the amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

"Covered Entity" shall mean 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" shall have the meaning provided in Section 13.24(b).

"Credit Documents" shall mean this Agreement, and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Note, the Guaranty Agreement, each Security Document, the USS Revolver Intercreditor Agreement, the USS ABL Intercreditor Agreement, any Junior Lien Intercreditor Agreement, each Incremental Amendment and each Extension Amendment.

"Credit Party" shall mean Holdings, the Borrower and each Group Guarantor.

"Debtor" shall have the meaning set forth in the recitals to this Agreement.

"Debtor Relief Laws" shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, restructuring, reorganization, compromise, arrangement or similar debtor relief laws of the United States, the Cayman Islands or other applicable jurisdictions from time to time in effect.

"Default" shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Default Right" shall have 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" shall mean, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, other than via an Undisclosed Administration, (i) become the subject of (A) a proceeding under any Debtor Relief Law or (B) a Bail-In Action, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Designated Advisors" shall mean, each of (i) ArentFox Schiff LLP in its capacity as counsel to the Administrative Agent and the Collateral Agent, (ii) Akin Gump Strauss Hauer & Feld LLP in its capacity as counsel to the Ad Hoc Group, (iii) Katten Muchin Rosenman LLP in its capacity as counsel to the Fronting Lender, (iv) Centerview Partners LLC in its capacity as financial advisor to the Ad Hoc Group, (v) Kirkland & Ellis LLP in its capacity as counsel to

certain Lenders and (vi) Pashman Stein Walder Hayden P.C. in its capacity as local counsel to the Ad Hoc Group.

"Designated Interest Rate Protection Agreement" shall mean each Interest Rate Protection Agreement and Other Hedging Agreements entered into by any Group Member with a Guaranteed Creditor that is (i) (x) either the Administrative Agent or an affiliate of the Administrative Agent or (y) designated as a "Designated Interest Rate Protection Agreement" (or similar term) in a writing executed by such Guaranteed Creditor and the Borrower and delivered to the Administrative Agent (for purposes of the preceding notice requirement, all Interest Rate Protection Agreements under a specified master agreement, whether previously entered into or to be entered into in the future, may be designated as Designated Interest Rate Protection Agreements pursuant to a single notice); *provided* that the Borrower may not make any such designation during the continuance of an Event of Default and (ii) secured by the Security Documents. It is hereby understood that an Interest Rate Protection Agreement or Other Hedging Agreement may not be a Designated Interest Rate Protection Agreement to the extent it is similarly treated as such under the USS ABL Credit Agreement and if any such Interest Rate Protection Agreement is permitted to be treated as a "Designated Interest Rate Protection Agreement" (or similar term) under both this Agreement and similarly treated under the USS ABL Credit Agreement, (x) if the Guaranteed Creditor is the administrative agent under the USS ABL Credit Agreement or an affiliate of such Person, such agreement shall be deemed so designated under the USS ABL Credit Agreement and not under this Agreement unless otherwise elected by the Borrower in writing to the Administrative Agent or (y) if the Guaranteed Creditor is not the administrative agent under the USS ABL Credit Agreement or an affiliate thereof, such agreement shall be deemed so designated under the USS ABL Credit Agreement or this Agreement as elected by the Borrower in writing to the Administrative Agent. Notwithstanding the foregoing, in no event shall any agreement evidencing any Excluded Swap Obligation with respect to a Group Guarantor constitute a Designated Interest Rate Protection Agreement with respect to such Group Guarantor.

"Designated Treasury Services Agreement" shall mean each Treasury Services Agreement entered into by any Group Member with a Guaranteed Creditor that is (i) (x) either the Administrative Agent or an affiliate of the Administrative Agent or (y) designated as a "Designated Treasury Services Agreement" (or similar term) in a writing executed by such Guaranteed Creditor and the Borrower and delivered to the Administrative Agent; *provided* that the Borrower may not make any such designation during the continuance of an Event of Default and (ii) secured by the Security Documents. It is hereby understood that a Treasury Services Agreement may not be a Designated Treasury Services Agreement to the extent it is similarly treated as such under the USS ABL Credit Agreement and if any such Treasury Services Agreement is permitted to be treated as a "Designated Treasury Services Agreement" (or similar term) both under this Agreement and similarly treated under the USS ABL Credit Agreement, (x) if the Guaranteed Creditor is the administrative agent under the USS ABL Credit Agreement or an affiliate thereof, such agreement shall be deemed so designated under the USS ABL Credit Agreement and not under this Agreement unless otherwise elected by the Borrower in writing to the Administrative Agent or (y) if the Guaranteed Creditor is not the administrative agent under the USS ABL Credit Agreement or an affiliate thereof, such agreement shall be deemed so designated under the USS ABL Credit Agreement or this Agreement as elected by the Borrower in writing to the Administrative Agent.

"Direction of the Required Lenders" shall have the meaning provided in Section 1.07.

"Disqualified Lender" shall mean (a) operating companies that are competitors of the Borrower and the other Group Members identified in writing by the Borrower (or its counsel) to the Administrative Agent at any time, (b) institutions designated in writing by [__] (or its counsel) to the Administrative Agent (or its counsel) (with a copy to [__]) on [__], 2026 and (c) any Affiliates of the Persons identified in clauses (a) and/or (b) above that are reasonably identifiable as Affiliates thereof solely on the basis of their names or are identified by the Borrower (or its counsel) in writing to the Administrative Agent at any time (it being understood that any update pursuant to clause (a) or clause (c) above shall not become effective until the third Business Day following the Administrative Agent's receipt of such notice, and, in any event, shall not apply retroactively (solely with regards to such amount already assigned) to any Lender or to any entity that is party to a pending trade as of the date of such notice (and the Administrative Agent shall have no obligation to carry out any due diligence in order to identify such Affiliates), but, in each case, excluding (x) any Bona Fide Debt Fund that are Affiliates of any Person described in clause (a), (b) or (c) of this definition and (y) each Lender as of the Closing Date and each Affiliate and Approved Fund thereof.

"Disqualified Stock" shall mean, with respect to any Person, any capital stock of such Person other than common Equity Interests or Qualified Preferred Stock of such Person.

"Dividend" shall mean, with respect to any Person, that such Person has paid a dividend, distribution or returned any equity capital to its stockholders, partners or members or made or cause to be made in respect of its Equity Interests any other payment or delivery of property (other than common Equity Interests of such Person) to its stockholders, partners or members as such in respect of its Equity Interests, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any shares of any class of its Equity Interests outstanding on or after the Closing Date (or any options or warrants issued by such Person with respect to its Equity Interests).

"Dollar" and "$" shall mean lawful money of the United States.

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

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Yield" shall mean, as to any Term Loan or other Indebtedness, the effective yield on such Term Loan or other Indebtedness as mutually determined by the Administrative Agent and the Borrower in good faith, taking into account the applicable interest rate margins in

effect from time to time, any interest rate floors or similar devices in effect from time to time and all fees, including upfront or similar fees or original issue discount (amortized over the shorter of (x) the Weighted Average Life to Maturity of such Term Loan or other Indebtedness and (y) the four years following the date of incurrence thereof) payable generally to lenders providing such Term Loan or other Indebtedness, but excluding any arrangement, structuring, commitment, underwriting or similar fees and other fees payable in connection therewith that are not generally shared with the relevant lenders and customary consent fees paid generally to consenting lenders. Each mutual determination of the "Effective Yield" by the Administrative Agent and the Borrower shall be conclusive and binding on all Lenders absent manifest error.

"Electronic Copy" shall have the meaning provided in Section 13.21.

"Electronic Record" shall have the meaning provided in Section 13.21.

"Electronic Signature" shall have the meaning provided in Section 13.21.

"Eligible Transferee" shall mean and include any existing Lender, any Approved Fund or any commercial bank, an insurance company, a finance company, a financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act) but in any event excluding (i) any natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (ii) any Disqualified Lender (solely, in the case of a sale of a participation to such Person, to the extent that the list of Disqualified Lenders has been disclosed to all Lenders) and (iii) except to the extent provided in Sections 2.20, 2.21 and 13.04(d), each Group Member.

"Environment" shall mean ambient air, indoor air, surface water, groundwater, drinking water, land surface and sub-surface strata and natural resources such as wetlands, flora and fauna.

"Environmental Claims" shall mean any and all administrative, regulatory or judicial actions, suits, demand letters, directives, claims, liens, notices of noncompliance or violation, and/or proceedings arising under or pursuant to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law, including, (a) any and all Environmental Claims by governmental or regulatory authorities for enforcement, investigation, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury to human health, safety or the Environment due to the presence of Hazardous Materials, including any Release or threat of Release of any Hazardous Materials.

"Environmental Law" shall mean any federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, and rule of common law, now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of the Environment, human health and safety (as it pertains to Hazardous Materials).

"Equity Interests" of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, preference shares or preferential membership

interest, any limited or general partnership interest and any limited liability company membership interest, but excluding, for the avoidance of doubt, any Indebtedness convertible into or exchangeable for the foregoing.

"Equivalent Amount" shall mean, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such currency as of the close of business on the immediately preceding Business Day.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and, unless the context indicates otherwise, the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the Closing Date and any successor Section thereof.

"ERISA Affiliate" shall mean each person (as defined in Section 3(9) of ERISA) which, together with the Borrower or any other Group Member, is treated as a "single employer" under Section 414(b) or (c) of the Code and, solely with respect to Section 412 of the Code, Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" shall mean (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, but excluding any event for which the 30-day notice period is waived with respect to a Plan, (b) any failure to make a required contribution to any Plan that would result in the imposition of a Lien or other encumbrance or the failure to satisfy the minimum funding standards set forth in Section 412 or 430 of the Code or Section 302 or 303 of ERISA, or the arising of such a Lien or encumbrance, with respect to a Plan, (c) the incurrence by the Borrower, any other Group Member, or an ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or the withdrawal or partial withdrawal (including under Section 4062(e) of ERISA) of any of the Borrower, any other Group Member, or an ERISA Affiliate from any Plan or Multiemployer Plan, (d) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (e) the receipt by the Borrower, any other Group Member, or an ERISA Affiliate from the PBGC or a plan administrator of any notice of intent to terminate any Plan or Multiemployer Plan or to appoint a trustee to administer any Plan, (f) the adoption of any amendment to a Plan that would require the provision of security pursuant to the Code, ERISA or other applicable law, (g) the receipt by the Borrower, any other Group Member, or an ERISA Affiliate of any written notice concerning statutory liability arising from the withdrawal or partial withdrawal of the Borrower, any other Group Member, or an ERISA Affiliate from a Multiemployer Plan or a written determination that a Multiemployer Plan is, or is reasonably expected to be, "insolvent," within the meaning of Section 4245 of ERISA, (h) the occurrence of any non-exempt "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to which the Borrower or any Group Member is a "disqualified person" (within the meaning of Section 4975 of the Code), (i) the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of any Plan or the appointment of a trustee to administer any Plan, (j) the filing of any request for or receipt of a minimum funding waiver under Section 412(c) of the Code with respect to any Plan or

Multiemployer Plan, (k) a determination that any Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code) or (l) the receipt by the Borrower, any other Group Member or any ERISA Affiliate of any notice that a Multiemployer Plan is, or is reasonably expected to be, in "endangered" or "critical" status within the meaning of Section 305 of ERISA.

"Erroneous Payment" has the meaning set forth in Section 12.15.

"Erroneous Payment Subrogation Rights" has the meaning set forth in Section 12.15.

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" shall have the meaning provided in Section 11.

"Excess Cash Flow" shall mean, for any period, the remainder of (a) the sum of, without duplication, (i) Consolidated Net Income for such period and (ii) the decrease, if any, in Adjusted Consolidated Working Capital from the first day to the last day of such period (but excluding any such decrease in Adjusted Consolidated Working Capital arising from a Permitted Acquisition or dispositions of any Person by the Group Members during such period), *minus* (b) the sum of, without duplication, (i) [reserved], (ii) the aggregate amount of all cash payments made in respect of (A) any Permitted Acquisitions and other Investments made pursuant to Section 10.05 (other than Investments in ABL Collateral and/or in any Person that is a Group Member or an Affiliate of any Group Member) and/or (B) Dividends made pursuant to [Sections 10.03(v), (vi)(A), (vi)(B), (vii) or (viii)], in each case of this clause (ii), to the extent made with Internally Generated Cash, (iii) [reserved], (iv) (A) the aggregate amount of permanent principal payments and redemptions of Indebtedness (including any premium, make-whole or penalty payments relating thereto) of the Group Members during such period (other than any Voluntary Pari Passu Debt Prepayments), in each case, to the extent not financed with the proceeds of long-term Indebtedness (excluding the Revolving Loans, the ABL Revolving Loans and borrowings under any similar working capital facility permitted under Section 10.04) and (B) prepayments and repayments of Term Loans pursuant to Sections 5.02(d) or 5.02(f), to the extent the Asset Sale or Recovery Event giving rise to such prepayment or repayment resulted in an increase to Consolidated Net Income (but not in excess of the amount of such increase), (v) the portion of Transaction Costs and other transaction costs and expenses related to items (i)-(iv) above paid in cash during such fiscal year not deducted in determining Consolidated Net Income, (vi) the increase, if any, in Adjusted Consolidated Working Capital from the first day to the last day of such period (but excluding any such increase in Adjusted Consolidated Working Capital arising from a Permitted Acquisition or disposition of any Person by any Group Member during such period), (vii) cash payments in respect of non-current liabilities (other than Indebtedness) to the extent made with Internally Generated Cash, (viii) the aggregate amount of expenditures actually made by the Group Members with Internally Generated Cash during such period (including Capital Expenditures, expenditures for the payment of financing fees, taxes, rent and pension and other retirement benefits and Investments (other than Investments in ABL Collateral and/or in any Person that is a Group Member or an Affiliate of any Group Member), but excluding any Dividends) to the extent such expenditures are not expensed during such period, (ix) [reserved], (x) [reserved] and (xi) all non-cash gains to the extent included in Consolidated Net Income for such period (excluding any non-cash gains to the extent it

represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income in any prior period).

"Excess Cash Flow Payment Amount" shall have the meaning provided in Section 5.02(e).

"Excess Cash Flow Payment Date" shall mean the date occurring 10 Business Days after the date on which the Group Members' annual audited financial statements are required to be delivered pursuant to Section 9.01(b) (commencing with respect to the fiscal year ending December 31, [2027]).

"Excess Cash Flow Payment Period" shall mean, with respect to any Excess Cash Flow Payment Date, the immediately preceding fiscal year of the Group Representative.

"Excess Declined Proceeds Notice" shall have the meaning provided in Section 5.02(k).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Collateral" shall have the meaning provided in the Security Agreement.

"Excluded Subsidiary" shall mean any Subsidiary of Holdings that is (a) not a Wholly-Owned Subsidiary of Holdings or one or more of its Wholly-Owned Subsidiaries; provided that such non-Wholly-Owned Subsidiary is a bona fide joint venture with a Person that (A) owns common Equity Interests in such Subsidiary and (B) is not an Affiliate of Holdings, (b) established or created pursuant to Section 10.05(xi) and meeting the requirements of the proviso thereto; *provided* that such Subsidiary shall only be an Excluded Subsidiary for the period prior to such acquisition, (c) prohibited (but only for so long as such Subsidiary would be prohibited) by Requirements of Law, rule or regulation from guaranteeing the facilities under this Agreement, or that would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee, in each case, unless such consent, approval, license or authorization has been received (but without obligation to seek the same), (d) prohibited (but only for so long as such Subsidiary would be prohibited) from guaranteeing the Obligations by any contractual obligation in existence (x) on the Closing Date or (y) at the time of the acquisition of such Subsidiary after the Closing Date (to the extent such prohibition was not entered into in contemplation of such acquisition), (e) a not-for-profit Subsidiary, a Regulated Subsidiary or a captive insurance company, (f) an Immaterial Subsidiary, and (g) any other Subsidiary of Holdings with respect to which the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders) reasonably agree in writing that the cost or other consequences of guaranteeing the Obligations (including any adverse tax consequences) would be excessive in view of the benefits to be obtained by the Lenders therefrom; *provided* that, notwithstanding the above, if any Subsidiary serves as a borrower or guarantor of the obligations of a Subsidiary (or Borrower) under the USS ABL Credit Agreement, the USS Revolver Credit Agreement or the USS Intercompany Credit Agreement or, in each case, any refinancing thereof, then it shall not constitute an "Excluded Subsidiary". For the avoidance of doubt, none of the Holdings or the Borrower or, so long as the obligations under the USS Intercompany Credit Agreement are outstanding, Cayman Holdings or the Cayman Borrower, shall constitute an "Excluded Subsidiary".

"Excluded Swap Obligation" shall mean, with respect to any Guarantor, (x) as it relates to all or a portion of the Guaranty of such Guarantor, any Swap Obligation if, and to the extent that, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any "keepwell, support or other agreement" for the benefit of such Guarantor and any and all guarantees of such Guarantor's Swap Obligations by other Credit Parties) at the time the Guaranty of such Guarantor becomes effective with respect to such Swap Obligation or (y) as it relates to all or a portion of the grant by such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any "keepwell, support or other agreement" for the benefit of such Guarantor and any and all guarantees of such Guarantor's Swap Obligations by other Credit Parties) at the time the security interest of such Guarantor becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

"Excluded Taxes" shall mean, 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 Credit Party under any Credit Document, (a) Taxes imposed on (or measured by) its net income and franchise (and similar) Taxes imposed on it in lieu of income Taxes, in each case, as a result of such recipient being organized or having its principal office or applicable lending office located in such jurisdiction or as a result of any other present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising from such Administrative Agent, Lender or other recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document), (b) any branch profits Taxes under Section 884(a) of the Code, or any similar Tax, in each case imposed by any jurisdiction described in clause (a) above, (c) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 2.13), any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which such Lender acquires such interest in the applicable Commitment or, to the extent such Lender did not fund the applicable Loan pursuant to a prior Commitment, acquires the applicable interest in such Loan (or designates a new lending office), except to the extent such Lender (or its assignor, if any) was entitled, immediately before the designation of a new lending office (or assignment), to receive additional amounts from the Credit Parties with respect to such withholding tax pursuant to Section 5.05(a), (d) Taxes attributable to such recipient's failure to comply with Section 5.05(b), Section 5.05(c) or Section 5.05(f), as applicable, (e) any Taxes imposed under FATCA and (f) U.S. federal backup withholding Taxes pursuant to Section 3406 of the Code.

"Existing DIP Credit Agreement" shall have the meaning set forth in the recitals hereto.

"Existing Term Loan Tranche" shall have the meaning provided in Section 2.14(a).

"Exit Commitment Letter" shall mean that certain Commitment Letter dated as of December 28, 2025, by and among the Borrower, the Administrative Agent, the Fronting Lender and certain Term Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time).

"Extended Term Loan Maturity Date" shall mean, with respect to any Tranche of Extended Term Loans, the date specified as such in the applicable Extension Amendment.

"Extended Term Loans" shall have the meaning provided in Section 2.14(a).

"Extending Lender" shall have the meaning provided in Section 2.14(c).

"Extension" shall mean any establishment of Extended Term Loans pursuant to Section 2.14 and the applicable Extension Amendment.

"Extension Amendment" shall have the meaning provided in Section 2.14(d).

"Extension Election" shall have the meaning provided in Section 2.14(c).

"Extension Request" shall have the meaning provided in Section 2.14(a).

"Extension Series" shall have the meaning provided in Section 2.14(a).

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the Closing 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 promulgated thereunder or other official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any intergovernmental agreement, treaty or convention among Governmental Authorities (or related laws, rules or official administrative guidance) and any fiscal or regulatory legislation, guidance notes, rules or practices adopted by or among non U.S. jurisdictions pursuant to any such intergovernmental agreement, treaty or convention implementing such Sections of the Code.

"Federal Funds Effective Rate" shall mean, for any day, the rate *per annum* equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System on such day, as published by the NYFRB on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to WSFS on such day on such transactions as reasonably determined by the Administrative Agent; *provided* that if the rate determined in accordance with the foregoing is less than zero, the Federal Funds Effective Rate shall be deemed to be zero.

"Fees" shall mean all amounts payable pursuant to or referred to in Section 4.01.

"Fitch" shall mean Fitch, Inc.

"Flood Insurance Laws" shall mean, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Subsidiaries" shall mean each Subsidiary of Holdings that is not a U.S. Subsidiary.

"Fronting Arrangement" shall mean a customary fronting arrangement whereby the Fronting Lender shall (i) facilitate the funding, on behalf of, and at the request of, certain parties to the Exit Commitment Letter, of the Initial Term Loans on terms mutually acceptable to the Fronting Lender and each applicable party to the Exit Commitment Letter and (ii) assign the Initial Term Loans to the applicable parties to the Exit Commitment Letter and other Persons that are offered and accept the opportunity to participate in the transactions contemplated herein in accordance with the Restructuring Support Agreement and the Exit Commitment Letter.

"Fronting Lender" shall mean Barclays Bank PLC, in its capacity as fronting lender.

"Governmental Authority" shall mean the government of the United States of America, the Cayman Islands, any other, supranational authority (such as the European Union or the European Central Bank) or nation or any political subdivision thereof, whether state, provincial, local or otherwise, 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.

"Group Guarantor" shall mean each Group Member in existence on the Closing Date other than any Excluded Subsidiary, as well as each Group Member established, created or acquired after the Closing Date or that ceases to be an Excluded Subsidiary after the Closing Date which becomes a party to the Guaranty Agreement in accordance with the requirements of this Agreement and the provisions of the Guaranty Agreement.

"Group Member" shall mean Holdings and its direct and indirect Subsidiaries (including, for the avoidance of doubt, the Borrower).

"Group Representative" shall mean the Borrower.

"Guaranteed Creditors" shall mean and include (x) each of the Lender Creditors, (y) any Person that was the Administrative Agent, the Collateral Agent, any Lender and any Affiliate of the Administrative Agent, the Collateral Agent or any Lender (even if the Administrative Agent, the Collateral Agent or such Lender subsequently ceases to be the Administrative Agent, the Collateral Agent or a Lender under this Agreement for any reason) (i) at the time of entry into a

particular Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement or (ii) in the case of a Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement existing on the Closing Date, on the Closing Date or within 60 days after the Closing Date and (z) any other Secured Creditor.

"Guarantor" shall mean and include Holdings, the Borrower (other than with respect to its own Obligations) and each other Group Guarantor.

"Guaranty" shall mean, as to any Guarantor, the guarantees granted by such Guarantor pursuant to the Guaranty Agreement.

"Guaranty Agreement" shall have the meaning provided in Section 6.10.

"Hazardous Materials" shall mean (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, perfluoroalkyl and polyfluoroalkyl substances, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous substances", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance regulated under any Environmental Law.

"Holdings" shall mean the entity specified in the preamble hereto.

"IFRS" shall mean international accounting standards as promulgated by the International Accounting Standards Board.

"Immaterial Subsidiary" shall mean any Subsidiary of Holdings that, as of the end of the most recently ended Test Period, does not have, when taken together with all other Immaterial Subsidiaries, (a) assets in excess of 2.50% of Consolidated Total Assets; or (b) revenues for the period of four consecutive fiscal quarters ending on such date in excess of 2.50% of the consolidated revenues of the Group Members for such period.

"Incremental Amendment" shall mean an amendment to this Agreement among Borrower, the Administrative Agent and each Lender or Eligible Transferee providing the Incremental Commitments to be established thereby, which amendment shall be not inconsistent with Section 2.15.

"Incremental Borrowing Date" shall mean any Incremental Term Loan Borrowing Date.

"Incremental Cap" shall have the meaning set forth in Section 2.15.

"Incremental Commitment Requirements" shall mean, with respect to any provision of an Incremental Commitment on a given Incremental Borrowing Date, the satisfaction of each of the following conditions: (a) no Event of Default then exists or would result therefrom; (b) the representations and warranties contained herein and in the other Credit Documents shall be true and correct in all material respects; *provided*, that any representation or warranty that is qualified as to "materiality or similar language" shall be true and correct in all respects as of such date; (c)

the delivery by the relevant Credit Parties of such technical amendments, modifications and/or supplements to the respective Security Documents as are reasonably requested by the Collateral Agent to ensure that the additional Obligations to be incurred pursuant to the Incremental Commitments are secured by, and entitled to the benefits of, the relevant Security Documents, and each of the Lenders hereby agrees to, and authorizes the Collateral Agent to enter into, any such technical amendments, modifications or supplements, (d) solely to the extent such certifications are not included in the relevant Incremental Amendment, the delivery by the Borrower or the Group Representative to the Administrative Agent of an officer's certificate executed by a Responsible Officer certifying as to compliance with preceding clauses (a) and (b) and the following clause (e), and (e)(A) for Incremental Term Loans or Incremental Commitments that rank pari passu with the Initial Term Loans, a pro forma Consolidated First Lien Net Leverage Ratio not to exceed the lesser of (x) the Consolidated First Lien Net Leverage for the most recently ended four fiscal quarter period for which Section 9.01 Financials have been or were required to be delivered and (y) the Closing Date First Lien Net Leverage Ratio, (B) for Incremental Term Loans or Incremental Commitments that rank junior to the Initial Term Loans, a pro forma Consolidated Secured Net Leverage Ratio not to exceed the lesser of (x) the Consolidated Secured Net Leverage Ratio for the most recently ended four fiscal quarter period for which Section 9.01 Financials have been or were required to be delivered and (y) the Closing Date Secured Net Leverage Ratio, and (C) for Incremental Term Loans or Incremental Commitments that are unsecured, a pro forma Consolidated Total Net Leverage Ratio not to exceed the lesser of (x) the Consolidated Total Net Leverage Ratio for the most recently ended four fiscal quarter period for which Section 9.01 Financials have been or were required to be delivered and (y) the Closing Date Total Net Leverage Ratio.

"Incremental Commitments" shall mean Incremental Term Loan Commitments.

"Incremental Facility" shall have the meaning provided in Section 2.15(a).

"Incremental Lender" shall have the meaning provided in Section 2.15(b).

"Incremental Term Loan Borrowing Date" shall mean, with respect to each Tranche of Incremental Term Loans, each date on which such Incremental Term Loans of such Tranche are incurred pursuant to Section 2.15, which date shall be the date of the effectiveness of the respective Incremental Amendment pursuant to which such Incremental Term Loans are to be made.

"Incremental Term Loan Commitment" shall mean, for each Lender, any commitment to make Incremental Term Loans (whether by providing an additional Tranche of Term Loans or an increase of an existing Tranche of Term Loans) provided by such Lender pursuant to Section 2.15 on a given Incremental Term Loan Borrowing Date, in such amount as agreed to by such Lender in the Incremental Amendment delivered pursuant to Section 2.15, as the same may be terminated pursuant to Section 4.02 or Article 11.

"Incremental Term Loans" means additional Term Loans (which, for the avoidance of doubt, shall have the same terms as, and constitute the same Tranche as, the then-outstanding Term Loans, except as otherwise expressly provided herein) incurred in accordance with Section 2.15.

"Indebtedness" shall mean, as to any Person, without duplication, (i) all indebtedness (including principal, interest, fees and charges) of such Person (A) for borrowed money or advances or (B) for the deferred purchase price of property or services, (ii) the maximum amount available to be drawn under all letters of credit, bankers' acceptances and similar obligations issued for the account of such Person and all unpaid drawings in respect of such letters of credit, bankers' acceptances and similar obligations, (iii) all Indebtedness of the types described in clause (i), (ii), (iv), (v), (vi), (vii) or (viii) of this definition secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person (*provided* that, if the Person has not assumed or otherwise become liable in respect of such Indebtedness, such Indebtedness shall be deemed to be in an amount equal to the lesser of (x) the aggregate unpaid amount of Indebtedness secured by such Lien and (y) the fair market value of the property to which such Lien relates as determined in good faith by such Person), (iv) the aggregate amount of all Capitalized Lease Obligations of such Person, (v) all Contingent Obligations of such Person, (vi) all obligations under any Interest Rate Protection Agreement, any Other Hedging Agreement, any Treasury Services Agreement or under any similar type of agreement, (vii) all Off-Balance Sheet Liabilities of such Person, (viii) all indebtedness evidenced by bonds, debentures, notes or similar instruments, (ix) Disqualified Stock of any Person, and (x) any preferred capital stock, preference shares or preferential membership interest of, or issued by, any Group Member (other than Holdings). Notwithstanding the foregoing, Indebtedness shall not include (a) trade payables and accrued expenses incurred by any Person in accordance with customary practices and in the ordinary course of business of such Person, (b) obligations, to the extent such obligations would otherwise constitute Indebtedness, under any agreement that has been defeased or satisfied and discharged pursuant to the terms of such agreement or (c) earn-outs and contingent payments in respect of acquisitions except to the extent that the liability on account of any such earn-outs or contingent payment has become fixed, due and payable for more than 10 Business Days without being paid and is required by U.S. GAAP to be reflected as a liability on the consolidated balance sheet of the Group Members.

"Indemnified Person" shall have the meaning provided in Section 13.01(a).

"Indemnified Taxes" shall mean all Taxes imposed on or with respect to any payment by or on account of any obligation of any Credit Party under any Credit Document other than (i) Excluded Taxes and (ii) Other Taxes.

"Independent Assets or Operations" shall mean, with respect to any Parent Company, that such Parent Company's total assets, revenues, income from continuing operations before income taxes and cash flows from operating activities (excluding in each case amounts related to its investment in the Group Members), determined in accordance with U.S. GAAP and as shown on the most recent balance sheet of such Parent Company, is more than 2.50% of such Parent Company's corresponding consolidated amount.

"Initial Declined Proceeds" shall have the meaning provided in Section 5.02(k).

"Initial Incremental Term Loan Maturity Date" shall mean, for any Tranche of Incremental Term Loans, the final maturity date set forth for such Tranche of Incremental Term Loans in the Incremental Amendment relating thereto; *provided* that the initial final maturity date for all Incremental Term Loans of a given Tranche shall be the same date.

"Initial Maturity Date for Initial Term Loans" shall mean [__], 2033[3].

"Initial Public Offering" shall mean (a) the offering of the common Equity Interests of Holdings or any Parent Company in an underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8 or S-4) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, as amended or (b) any Qualified IPO, in each case, that generates aggregate proceeds (prior to underwriters' commission and expenses) of not less than $100,000,000.

"Initial Term Loan Commitment" shall mean, with respect to each Lender, the amount set forth opposite such Lender's name on Schedule 2.01 directly below the column entitled "Initial Term Loan Commitment".

"Initial Term Loan Lenders" shall mean the Lenders holding Initial Term Loans.

"Initial Term Loans" shall mean the Term Loans made on the Closing Date pursuant to Section 2.01(a).

"Initial Tranche" shall have the meaning provided in the definition of "Tranche."

"Intellectual Property" shall have the meaning provided in Section 8.20.

"Intercompany Subordination Agreement" shall mean an intercompany subordination agreement, in substantially the form of Exhibit N hereto, or otherwise in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders).

"Interest Determination Date" shall mean, with respect to any Term SOFR Loan, the second U.S. Government Securities Business Day prior to the commencement of any Interest Period relating to such Term SOFR Loan.

"Interest Expense" shall mean the aggregate consolidated interest expense (net of interest income) of the Group Members in respect of Indebtedness determined on a consolidated basis in accordance with U.S. GAAP, including amortization or original issue discount on any Indebtedness and amortization of all fees payable in connection with the incurrence of such Indebtedness, including, the interest portion of any deferred payment obligation and the interest component of any Capitalized Lease Obligations, and, to the extent not included in such interest expense, 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, and costs of surety bonds in connection with financing activities.

"Interest Payment Date" shall mean (a) with respect to any Base Rate Loan, the last day of each March, June, September and December and the Maturity Date and (b) with respect to any Term 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 Borrowing with an Interest Period of more than three months'

[3] NTD: To be 7 years from the Closing Date.

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.

"Interest Period" shall have the meaning provided in Section 2.09.

"Interest Rate Protection Agreement" shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"Internally Generated Cash" shall mean cash generated from the Group Members' operations, Revolving Borrowings, borrowings under the USS ABL Credit Agreement or any working capital facility permitted under Section 10.04 and not representing (i) a reinvestment by the Borrower or any other Group Member of the Net Sale Proceeds of any Asset Sale or Net Insurance Proceeds of any Recovery Event, (ii) the proceeds of any issuance of any Equity Interests or any Indebtedness of the Group Members (excluding Revolving Borrowings or borrowings under the USS ABL Credit Agreement or any working capital facility permitted under Section 10.04) or (iii) any credit received by the Borrower or any other Group Member with respect to any trade-in of property for substantially similar property or any "like kind exchange" of assets.

"Investments" shall have the meaning provided in Section 10.05.

"ISDA CDS Definition" shall have the meaning provided in Section 13.12(j).

"Junior Lien Intercreditor Agreement" shall mean an intercreditor agreement among the Collateral Agent and one or more Junior Representatives for holders of indebtedness secured on a junior-lien basis relative to the Liens on the Collateral securing the Obligations that is permitted hereunder, providing that, inter alia, the Liens on the Collateral in favor of the Collateral Agent (for the benefit of the Secured Creditors) shall be senior to such Liens in favor of the Junior Representatives (for the benefit of the holders of such permitted junior-lien debt), as such intercreditor agreement may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof. Any Junior Lien Intercreditor Agreement shall be in form and substance reasonably satisfactory to the Administrative Agent (acting at the Direction of the Required Lenders) and the Group Representative.

"Junior Representative" shall mean, with respect to any series of Indebtedness secured on a junior-lien basis relative to the Liens on the Collateral securing the Obligations that is permitted hereunder, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such permitted junior-lien Indebtedness is issued, incurred or otherwise obtained and each of their successors in such capacities.

"Key Performance Indicators" shall mean the Group Members' (i) miles per service (i.e., total miles traveled for the Group Members' services technicians, averaged across all routes and services provided), (ii) services per hour (i.e., number of services conducted by a service technician in a one-hour time frame, which is measured by average total number of services provided over the total service technician hours) and (iii) number of services (i.e., number of services provided in a given timeframe).

"Latest Maturity Date" shall mean, at any time, with respect to the Term Loans, the latest Maturity Date applicable to any Term Loan hereunder at such time, including the latest maturity date of any Extended Term Loan, in each case, as extended in accordance with this Agreement from time to time.

"LCT Election" shall have the meaning provided in Section 1.03.

"LCT Test Date" shall have the meaning provided in Section 1.03.

"Lender" shall mean each financial institution listed on Schedule 2.01, as well as any Person that becomes a "Lender" hereunder pursuant to Section 2.13, 2.15 or 13.04(b).

"Lender Creditors" shall mean the Agents, the Lenders and the Indemnified Persons.

"Liability Management Transaction" means any refinancing, retirement, exchange, extension, repurchase or defeasance of any then-existing Indebtedness of any Credit Party or Parent Company with Equity Interests or any other Indebtedness (or the proceeds of any such Equity Interests or Indebtedness) that is contractually, structurally or temporally senior to any of the Loans (including, for the avoidance of doubt, through the issuance of such Equity Interests or any incurrence of such Indebtedness by a Person that is not a Credit Party, whether or not such Person owns any assets or property).

"Lien" shall mean any mortgage, pledge, charge, hypothecation, collateral assignment, assignment by way of security, security deposit arrangement, encumbrance, deemed or statutory trust, security conveyance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, any conditional sale or other title retention agreement, and any lease having substantially the same effect as any of the foregoing).

"Limited Condition Transaction" shall mean any transaction in connection with any acquisition (including by way of merger) or similar Investment (including the assumption or incurrence of Indebtedness) and/or the making of any voluntary or optional payment or prepayment on or redemption or acquisition for value of any Indebtedness subject to Section 10.07.

"Liquidity" shall mean, as of any date of determination, the quotient obtained by dividing (a) the sum of (x) cash and Cash Equivalents of the Group Members (including the amount of any un-reinvested Net Sale Proceeds and un-reinvested Net Insurance Proceeds), (y) borrowing availability under the USS Revolver Credit Agreement, in each case, for each day of the consecutive 30-day period ending on the date immediately preceding such date of determination and (z) borrowing availability under the USS ABL Credit Agreement, in each case, for each day of the consecutive 30-day period ending on the date immediately preceding such date of determination, by (b) 30; provided, however, that the calculation of clauses (y) and (z), respectively, shall exclude any amounts, which, if borrowed, would cause a Default or Event of Default under (and as defined in) the USS ABL Credit Agreement as result of the failure to comply with Section [10.11] thereof or a Default or Event of Default under (and as defined in) the USS Revolver Credit Agreement as result of the failure to comply with Section [10.11] thereof [or cause the occurrence of a Liquidity Event (as defined in the USS ABL Credit Agreement)].

"Loans" shall mean the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Make-Whole Amount" means, with respect to Initial Term Loans that are the subject of a Prepayment Premium Triggering Event, an amount equal to (a) the present value of all interest that would have accrued on the principal amount of such Initial Term Loans from such date of such Prepayment Premium Triggering Event through, but excluding, the first anniversary of the Closing Date, which present value shall be calculated using a discount rate equal to the Treasury Rate plus 50 basis points as of the day of determination, *plus* (b) 1.00% of the principal amount of such Initial Term Loans.

"Management Investor" shall mean any Person who is an officer or otherwise a member of management of the Borrower, any other Group Member or any of its direct or indirect parent companies on the Closing Date.

"Margin Stock" shall have the meaning provided in Regulation U.

"Material Adverse Effect" shall mean (i) a material adverse effect on the business, assets, financial condition or results of operations of the Group Members, taken as a whole, (ii) a material and adverse effect on the rights and remedies of the Administrative Agent and Collateral Agent, on behalf of the Lenders, taken as a whole, under the Credit Documents or (iii) a material and adverse effect on the ability of the Credit Parties, taken as a whole, to perform their payment obligations under the Credit Documents.

"Material Real Property" shall mean each parcel of Real Property that is now or hereafter owned in fee by any Credit Party that (together with any other fee owned parcels constituting a single site or operating property) has a fair market value (as determined by the Borrower in good faith) in excess of $[7,500,000]; *provided* that aggregate fair market value (as determined by the Borrower in good faith) of parcels of Real Property owned in fee by any Credit Party that do not constitute Material Real Property shall not exceed $[12,500,000]; *provided*, *further*, that any parcel of Real Property shall continue to be Material Real Property irrespective of any subsequent fair market value changes after the date such parcel has first become Material Real Property.

"Maturity Date" shall mean (a) with respect to any Initial Term Loans that have not been extended pursuant to Section 2.14 (other than pursuant to Section 2.14(g)), the applicable Initial Maturity Date for Initial Term Loans, (b) with respect to any Incremental Term Loans that have not been extended pursuant to Section 2.14, the Initial Incremental Term Loan Maturity Date applicable thereto and (c) with respect to any Tranche of Extended Term Loans, the Extended Term Loan Maturity Date applicable thereto. For the avoidance of doubt, the parties understand that no waiver of any Default, Event of Default or mandatory prepayment pursuant to Section 5.02(c), (d), (e) or (f) shall constitute an extension of the Maturity Date.

"Minimum Borrowing Amount" shall mean with respect to Term Loans, an aggregate principal amount that is (i)(A) in the case of Base Rate Loans, an integral multiple of $250,000 and not less than $500,000 and (B) in the case of Term SOFR Loans, an integral multiple of $250,000 and not less than $1,000,000.

"Minimum Purchase Condition" shall have the meaning provided in Section 2.20(b).

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgage" shall mean a mortgage, debenture, deed of trust, deed to secure debt, or similar security instrument in form and substance reasonably satisfactory to the Administrative Agent (at the Direction of the Required Lenders), in favor of the Collateral Agent for the benefit of the Secured Creditors, as the same may be amended, amended and restated, modified, supplemented, extended or renewed from time to time.

"Mortgaged Property" shall mean any Material Real Property of the Borrower or any other Group Member which is required to be encumbered by a Mortgage.

"Multiemployer Plan" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA under which any Group Member has any obligation or liability, including on account of an ERISA Affiliate.

"Net Debt Proceeds" shall mean, with respect to any incurrence of Indebtedness for borrowed money, an amount in cash equal to the gross cash proceeds received by the respective Person from such incurrence, net of underwriting discounts, commissions, fees and other costs of, and expenses associated with, such incurrence.

"Net Insurance Proceeds" shall mean, with respect to any Recovery Event, an amount in cash equal to the gross cash proceeds received by the respective Person in connection with such Recovery Event, net of (i) costs of, and expenses associated with, such Recovery Event (including any costs incurred by the Borrower or any other Group Member in connection with the adjustment, settlement or collection of any claims of the Borrower or such Group Member in respect thereof), (ii) any taxes paid or payable as a result of such Recovery Event (including the Borrower's good faith estimate of any incremental income taxes that will be payable as a result of such Recovery Event, including pursuant to tax sharing arrangements or any tax distributions) and (iii) required payments of any Indebtedness or other obligations (other than the Loans and Indebtedness secured on a *pari passu* or junior basis to the Loans) which are secured by the assets which were the subject of such Recovery Event or would be in default under the terms thereof as a result of such theft, loss, physical destruction, damage, taking or similar event underlying such Recovery Event.

"Net Sale Proceeds" shall mean, with respect to any Asset Sale, an amount in cash equal to the gross cash proceeds (including any cash received by way of deferred payment pursuant to a promissory note, receivable or otherwise, but only as and when received) received from such Asset Sale, net of (i) costs of, and expenses associated with, such Asset Sale (including fees and commissions), (ii) any taxes paid or payable as a result of such Asset Sale (including the Group Representative's good faith estimate of any incremental income taxes that will be payable as a result of such Asset Sale, including pursuant to tax sharing arrangements or any tax distributions), (iii) payments of unassumed liabilities relating to the assets sold and required payments of any Indebtedness or other obligations (other than the Loans and Indebtedness secured on a *pari passu* or junior basis to the Loans) which are secured by the assets which were sold or would be in default under the terms thereof as a result of such Asset Sale, (iv) amounts provided as a reserve in accordance with U.S. GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Asset Sale (*provided* that to the extent and at the time any such amounts are released from such reserve to the Borrower or any other Group

Members, such amounts shall constitute Net Sale Proceeds), and (v) cash escrows from the sale price for such Asset Sale (*provided* that to the extent and at the time any such amounts are released from escrow to the Borrower or any other Group Members, such amounts shall constitute Net Sale Proceeds).

"Net Short Lender" shall have the meaning provided in Section 13.12(j).

"New Project" shall mean (x) each plant, facility or branch which is either a new plant, facility or branch or an expansion of an existing plant, facility or branch owned by the Borrower or any other Group Member which in fact commences operations and (y) each creation (in one or a series of related transactions) of a business unit or product line to the extent such business unit or product line commences operations or each expansion (in one or a series of related transactions) of business into a new market or distribution or sales channel.

"Non-Consenting Lender" shall have the meaning provided in Section 2.13.

"Non-Defaulting Lender" shall mean and include each Lender other than a Defaulting Lender.

"Note" shall have the meaning provided in Section 2.05(a).

"Notice of Borrowing" shall have the meaning provided in Section 2.03.

"Notice of Conversion/Continuation" shall have the meaning provided in Section 2.06.

"Notice of Loan Prepayment" shall mean the notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit D or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower or the Group Representative.

"Notice Office" shall mean the office of the Administrative Agent set forth on Schedule 13.03, or such other office as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

"NYFRB" shall mean the Federal Reserve Bank of New York or any successor thereto.

"NYFRB's Website" shall mean the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" shall mean (i) all now existing or hereafter arising debts, obligations, covenants, and duties of payment or performance of every kind, matured or unmatured, direct or contingent, owing, arising, due, or payable to any Lender, Agent or Indemnified Person by any Credit Party arising out of this Agreement or any other Credit Document, including, all obligations to repay principal or interest on the Loans, and to pay interest, fees, costs, charges, expenses, professional fees, premiums (including Prepayment Premium) and all sums chargeable to any Credit Party or for which any Credit Party is liable as indemnitor under the Credit Documents, whether or not evidenced by any note or other instrument (in each case, including interest, fees,

expenses and other amounts accruing during any case or proceeding under any Debtor Relief Laws, regardless of whether allowed or allowable in such case or proceeding) and (ii) liabilities and indebtedness of the Borrower or any other Group Member owing under any Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement (with respect to any Group Guarantor, other than any Excluded Swap Obligation of such Group Guarantor) entered into by the Borrower or any other Group Member, whether now in existence or hereafter arising. Notwithstanding anything to the contrary contained above, (x) obligations of any Credit Party or Group Member under any Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement shall be secured and guaranteed pursuant to the Credit Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (y) any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement.

"Off-Balance Sheet Liabilities" of any Person shall mean (i) any repurchase obligation or similar liability of such Person arising in connection with a sale by such Person of accounts or notes receivable, (ii) any liability of such Person under any Sale-Leaseback Transactions that do not create a liability on the balance sheet of such Person or (iii) any obligation under a Synthetic Lease.

"Open Market Purchase" shall have the meaning provided in Section 2.21(a).

"Other Hedging Agreements" shall mean any foreign exchange contracts, currency swap agreements, commodity agreements or other similar arrangements, or arrangements designed to protect against fluctuations in currency values or commodity prices.

"Other Taxes" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made under, from the execution, delivery, registration, performance or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document except any such Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13) that are imposed as a result of any present or former connection between the relevant Lender and the jurisdiction imposing such Tax (other than a connection arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Parent Company" shall mean any direct or indirect parent company of Holdings (other than any Permitted Holder).

"Participant" shall have the meaning provided in Section 13.04(c).

"Participant Register" shall have the meaning provided in Section 13.04(c).

"Patent Security Agreement" shall have the meaning provided in the Security Agreement.

"Patriot Act" shall have the meaning provided in Section 13.16.

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

"Perfection Certificate" shall have the meaning provided in the Security Agreement.

"Permitted Acquisition" shall mean the acquisition by the Borrower or any of other Group Member of an Acquired Entity or Business; *provided* that

(i) the Acquired Entity or Business acquired is in a business permitted by Section 10.09;

(ii) all applicable requirements of Section 9.14 are satisfied;

(iii) any Person acquired in connection therewith shall become a Guarantor, and any assets acquired in connection therewith shall become Collateral, in each case, pursuant to Section 9.12;

(iv) the total consideration (including all cash consideration, assumed liabilities, all earn-out payments and/or deferred payments) paid by the Group Members with proceeds of Indebtedness shall not exceed $[100,000,000] in the aggregate since the Closing Date; *provided* that this clause (iv) shall not apply if the Consolidated Total Net Leverage Ratio, determined on a Pro Forma Basis as of the last day of the most recently ended Test Period (x) does not exceed [__]:1.00 and (y) is less than or equal to the Consolidated Total Net Leverage Ratio as in effect immediately prior to the Permitted Acquisition; and

(v) the Acquired Entity or Business shall have positive Consolidated EBITDA for the trailing twelve-month period ended closest to the date of consummation thereof.

"Permitted Asset Swap" shall mean the purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Borrower or any other Group Member and another Person.

"Permitted Encumbrance" shall mean, with respect to any Mortgaged Property, such exceptions to title as are set forth in the mortgage title insurance policy delivered with respect thereto, all of which exceptions must be reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders) in its reasonable discretion.

"Permitted Equity" shall mean common Equity Interests of Holdings.

"Permitted Holders" shall mean (a) at any time prior to an Initial Public Offering, any member of the Ad Hoc Group and its respective Affiliates (excluding any operating portfolio company thereof) and (b) at any time on and after an Initial Public Offering, (i) any member of the Ad Hoc Group and its respective Affiliates (excluding any operating portfolio company thereof), (ii) [any Related Party of any member of the Ad Hoc Group and its respective Affiliates (excluding any operating portfolio company thereof)], (iii) Management Investors and (iv) any "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided* that in the case of such "group"

and without giving effect to the existence of such "group" or any other "group", such Persons specified in clauses (b)(i), (ii) or (iii) above, collectively, have beneficial ownership, directly or indirectly, of more than 50% of the total voting power of the voting Equity Interests of the Borrower or any of its direct or indirect parent entities held by such "group".

"Permitted Investment" shall have the meaning provided in Section 10.05.

"Permitted Liens" shall have the meaning provided in Section 10.01.

"Permitted Refinancing Indebtedness" shall mean Indebtedness incurred by the Borrower or any other Group Member which serves to extend, replace, refund, refinance, renew or defease ("Refinance") any Indebtedness, including any previously issued Permitted Refinancing Indebtedness, so long as:

(1) the principal amount of such new Indebtedness does not exceed (a) the principal amount of Indebtedness (including any unused commitments therefor that are able to be drawn at such time) being Refinanced (such Indebtedness, the "Refinanced Debt"), *plus* (b) any accrued and unpaid interest and fees on such Refinanced Debt, *plus* (c) the amount of any tender or redemption premium paid thereon or any penalty or premium required to be paid under the terms of the instrument or documents governing such Refinanced Debt and any costs, fees and expenses incurred in connection with the issuance of such new Indebtedness and the Refinancing of such Refinanced Debt;

(2) such Permitted Refinancing Indebtedness has a:

(a) Weighted Average Life to Maturity at the time such Permitted Refinancing Indebtedness is incurred that is not less than the remaining Weighted Average Life to Maturity of the applicable Refinanced Debt; and

(b) final scheduled maturity date equal to or later than the final scheduled maturity date of the Refinanced Debt (or, if earlier, the date that is 91 days after the Latest Maturity Date of the Term Loans as of the date such Indebtedness was incurred);

(3) to the extent such Permitted Refinancing Indebtedness Refinances (a) Indebtedness that is expressly subordinated in right of payment to the Obligations, such Permitted Refinancing Indebtedness is subordinated to the Obligations on terms that are, taken as a whole, not materially less favorable to the Lenders than the subordination terms applicable to the Refinanced Debt (provided that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Term Loans as of the date such Indebtedness was incurred), (b) Indebtedness that is secured by Liens that are subordinated to the Liens securing the Obligations, such Permitted Refinancing Indebtedness is (i) unsecured or (ii) secured by Liens that are subordinated to the Liens that secure the Obligations on terms that are, taken as a whole, not materially less favorable to the Lenders than the Lien subordination terms applicable to the Refinanced Debt (provided that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Term Loans as of the date such Indebtedness was incurred) or (c) Indebtedness that is secured by Liens that are *pari passu* with the Liens securing the

Obligations, such Permitted Refinancing Indebtedness is (i) unsecured or (ii) secured by Liens that are *pari passu* or subordinated to the Liens that secure the Obligations on terms that are, taken as a whole, not materially less favorable to the Lenders than the Collateral sharing provisions applicable to the Refinanced Debt (provided that any such terms may be more favorable to the extent they take effect after the Latest Maturity Date of the Term Loans as of the date such Indebtedness was incurred);

(4) subject to Section 10.01(vi), such Permitted Refinancing Indebtedness shall not be secured by any assets or property of the Borrower or any other Group Member that does not secure the Refinanced Debt being Refinanced (*plus* improvements and accessions thereon and proceeds in respect thereof); and

(5) such Indebtedness being so extended, replaced, refunded, refinanced, renewed or defeased is incurred by the Person or Persons who are the obligors of the Indebtedness being so extended, replaced, refunded, refinanced, renewed or defeased;

provided that (a) Permitted Refinancing Indebtedness will not be guaranteed by, any Person other than the Borrower or a Guarantor and (b) clause (2) of this definition will not apply to any Permitted Refinancing Indebtedness of any (x) Indebtedness under Sections 10.04(iii) or (v) or (y) Indebtedness under Section 10.04(vii) of the type described in Section 10.04(iii).

"Permitted Restricted Cash" shall mean cash and Cash Equivalents of the Group Members that is subject to no Liens other than (i) nonconsensual Liens permitted by Section 10.01 and (ii) Liens in favor of or pursuant to (x) any USS ABL Credit Document, any USS Revolver Credit Document or any Credit Document and (y) Liens securing any series of indebtedness secured on a junior-lien basis relative to the Liens on the Collateral securing the Obligations that is permitted hereunder, solely to the extent such cash and Cash Equivalents also secure the Obligations on a senior priority basis.

"Person" shall mean any individual, partnership (including exempted limited partnership), joint venture, firm, corporation, association, limited liability company, company (including exempted company), trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof.

"Petition Date" shall have the meaning provided in the recitals.

"PIK Loans" shall have the meaning set forth in Section 2.08.

"PIK Period" shall have the meaning set forth in Section 2.08.

"Plan" shall mean any pension plan as defined in Section 3(2) of ERISA other than a Multiemployer Plan, which is maintained or contributed to by (or to which there is an obligation to contribute of) the Borrower or any other Group Member or with respect to which the Borrower or any other Group Member has, or may have, any liability, including, for greater certainty, liability arising from an ERISA Affiliate.

"Platform" shall mean Debt Domain, Intralinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system.

"Pledged Collateral" shall have the meaning provided in the Security Agreement.

"Prepayment Premium" has the meaning set forth in Section 5.06(a).

"Prepayment Premium Triggering Event" means (A) any voluntary or optional prepayment of Initial Term Loans (including pursuant to Section 5.01), (B) any mandatory prepayment of Initial Term Loans pursuant to Section 5.02(c), (C) any mandatory assignment of Initial Term Loans held by a Non-Consenting Lender pursuant to Section 2.13 and/or Section 13.12(b), and/or (D) an acceleration of Initial Term Loans (after an Event of Default, by operation of law or otherwise).

"primary obligations" shall have the meaning provided in the definition of the term "Contingent Obligations".

"primary obligor" shall have the meaning provided in the definition of the term "Contingent Obligations".

"Prime Rate" shall mean the rate of interest publicly announced from time to time by the Administrative Agent as its "prime rate", such "prime rate" to change when and as such prime lending rate changes. The Prime Rate is set by the Administrative Agent based upon various factors including Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Basis" shall mean, with respect to the calculation of any test, financial ratio, basket or covenant under this Agreement, including the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio and the Consolidated Total Net Leverage Ratio and the calculation of Consolidated Total Assets and Consolidated EBITDA, of any Person and its Subsidiaries, as of any date, that *pro forma* effect will be given to the Transaction, any acquisition, merger, consolidation, Investment, any issuance, incurrence, assumption or repayment or redemption of Indebtedness (including Indebtedness issued, incurred or assumed or repaid or redeemed as a result of, or to finance, any relevant transaction and for which any such test, financial ratio, basket or covenant is being calculated) (but excluding the identifiable proceeds of any Indebtedness being incurred substantially simultaneously therewith or as part of the same transaction or series of related transactions for purposes of netting cash to calculate the applicable ratio), any issuance or redemption of preferred stock or Disqualified Stock, all sales, transfers and other dispositions or discontinuance of any Subsidiary, line of business, division, segment or operating unit, in each case that have occurred during the four consecutive fiscal quarter period of such Person being used to calculate such test, financial ratio, basket or covenant (the "Reference Period"), or subsequent to the end of the Reference Period but prior to such date or prior to or simultaneously with the event for which a determination under this definition is made (including any such event occurring at a Person who became a Subsidiary of the subject Person or was merged or consolidated with or into the subject Person or any other Subsidiary of the subject Person after the commencement of the Reference Period), as if each such event occurred on the first day of the Reference Period.

For purposes of making any computation referred to above:

(1) if any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date for which a determination under this definition is made had been the applicable rate for the entire period (taking into account any Interest Rate Protection Agreements or Other Hedging Agreements applicable to such Indebtedness if such Interest Rate Protection Agreements or Other Hedging Agreements have a remaining term of the lesser of (i) 12 months or more and (ii) the remaining time to the scheduled maturity date of such underlying Indebtedness);

(2) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer, in his or her capacity as such and not in his or her personal capacity, of the Borrower or of the Group Representative to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with U.S. GAAP;

(3) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as Borrower or the Group Representative may designate;

(4) interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period; and

(5) to the extent not already covered above, any such calculation may include adjustments calculated in accordance with Regulation S-X under the Securities Act.

Any *pro forma* calculation may include adjustments calculated to give effect to any Pro Forma Cost Savings; *provided* that any such adjustments that consist of reductions in costs and other operating improvements or synergies (whether added pursuant to this definition, the definition of "Pro Forma Cost Savings" or otherwise added to Consolidated Net Income or Consolidated EBITDA) shall be calculated in accordance with, and satisfy the requirements specified in, the definition of "Pro Forma Cost Savings."

"Pro Forma Cost Savings" shall mean, without duplication of any amounts referenced in the definition of "Pro Forma Basis", an amount equal to the amount of cost savings, operating expense reductions, operating improvements and acquisition synergies, in each case, projected in good faith to be realized (calculated on a *pro forma* basis as though such items had been realized on the first day of such period) as a result of actions taken on or prior to, or to be taken by the Borrower (or any successor thereto) or any other Group Member within 12 months of, the date of such *pro forma* calculation, net of the amount of actual benefits realized or expected to be realized during such period that are otherwise included in the calculation of Consolidated EBITDA from such action; *provided* that (a) such cost savings, operating expense reductions, operating improvements and synergies are factually supportable and reasonably identifiable and are

reasonably anticipated to be realized within 12 months after the date of the relevant action or event, in each case, as determined in good faith by a responsible financial or accounting officer, in his or her capacity as such and not in his or her personal capacity, of the Borrower or of the Group Representative (or any successor thereto), which determination shall be set forth in the compliance certificate delivered under Section 9.01(e) and (b) no cost savings, operating expense reductions, operating improvements and synergies shall be added pursuant to this definition to the extent duplicative of any expenses or charges otherwise added to Consolidated Net Income or Consolidated EBITDA, whether through a *pro forma* adjustment or otherwise, for such period.

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

"Public Company Cost" shall mean as to any Person, costs relating to compliance with the provisions of the U.S. Securities Act of 1933, as amended, and the Exchange Act of 1934, as amended, as applicable to companies with equity securities held by the public, costs 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, the rules of national securities exchange companies with listed equity, directors' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees, in each case to the extent arising solely by virtue of listing of such Person's equity securities on a national securities exchange.

"Public Lender" shall have the meaning provided in Section 9.01.

"Public-Sider" shall mean a Lender whose representatives may trade in securities of the Borrower or its controlling person or any of its Subsidiaries while in possession of the financial statements provided by the Borrower or the Group Representative under the terms of this Agreement.

"QFC Credit Support" shall have the meaning provided in Section 13.24(a).

"Qualified IPO" shall mean any transaction (other than an offering pursuant to a registration statement on Form S-8, but including in connection with the acquisition (by merger or otherwise) of or by the Borrower or any direct or indirect parent of the Borrower) following which the common Equity Interests of the Borrower or any direct or indirect parent of the Borrower (including any special purpose acquisition company) are listed on any nationally recognized stock exchange or over-the-counter market in the United States, or any analogous exchange or market in Canada, the United Kingdom or the European Union.

"Qualified Preferred Stock" shall mean any preferred capital stock, preference shares or preferential membership interest of Holdings so long as the terms of any such preferred capital stock, preference shares or preferential membership interest (x) do not contain any mandatory put, redemption, repayment, sinking fund or other similar provision prior to the 91st day after the Latest Maturity Date of the Term Loans as of the date such Qualified Preferred Stock was issued other than (i) provisions requiring payment solely (or with provisions permitting Holdings to opt to make payment solely) in the form of common Equity Interests, Qualified Preferred Stock of Holdings or

cash in lieu of fractional shares, as applicable, or any Equity Interests of any direct or indirect Parent Company of Holdings, (ii) provisions requiring payment solely as a result of a change of control or asset sale, so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale are subject to the payment in full of all Obligations in cash (other than unasserted contingent indemnification obligations) and (iii) with respect to preferred capital stock, preference shares or preferential membership interest issued to any plan for the benefit of employees of the Group Members or by any such plan to such employees, provisions requiring the repurchase thereof in order to satisfy applicable statutory or regulatory obligations and (y) give Holdings the option to elect to pay such dividends or distributions on a non-cash basis or otherwise do not require the cash payment of dividends or distributions at any time that such cash payment is not permitted under this Agreement or would result in an Event of Default hereunder.

"Real Property" of any Person shall mean, collectively, the right, title and interest of such Person (including any leasehold, mineral or other estate) in and to any and all land, improvements and fixtures owned, leased or operated by such Person, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"Recipient Party" shall have the meaning provided in Section 12.15.

"Recovery Event" shall mean the receipt by the Borrower or any other Group Member of any cash insurance proceeds or condemnation awards payable (i) by reason of theft, loss, physical destruction, damage, taking or any other similar event with respect to any property or assets of the Borrower or any other Group Member (but not by reason of any loss of revenues or interruption of business or operations caused thereby) and (ii) under any policy of insurance required to be maintained under Section 9.03, in each case to the extent such proceeds or awards do not constitute reimbursement or compensation for amounts previously paid by the Borrower or any other Group Member in respect of any such event.

"Reference Period" shall have the meaning provided in the definition of the term "Pro Forma Basis."

"Refinance" shall have the meaning provided in the definition of the term "Permitted Refinancing Indebtedness".

"Refinanced Debt" shall have the meaning provided in clause (i) of the definition of the term "Permitted Refinancing Indebtedness."

"Register" shall have the meaning provided in Section 13.04(b)(iv).

"Regulated Bank" shall mean an (i) Approved Commercial Bank that is (a) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation, (b) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913, (c) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board of Governors under 12 CFR part 211, (d) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (c) or (e) any other U.S. or non-U.S. depository institution or any branch, agency or similar office

thereof supervised by a bank regulatory authority in any jurisdiction or (ii) any Affiliate of a Person set forth in clause (i) above to the extent that (a) all of the Equity Interest of such Affiliate is directly or indirectly owned by either (x) such Person set forth in clause (i) above or (y) a parent entity that also owns, directly or indirectly, all of the Equity Interest of such Person set forth in clause (i) and (b) such Affiliate is a securities broker or dealer registered with the SEC under Section 15 of the Exchange Act.

"Regulated Subsidiary" shall mean any entity that is subject to United States or foreign, federal, state or local regulation over its ability to incur Indebtedness or create Liens (including Liens with respect to its own Equity Interests).

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

"Regulation U" shall mean Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

"Regulation X" shall mean Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof.

"Rejection Notice" shall have the meaning provided in Section 5.02(k).

"Rejection Notice Deadline" shall have the meaning provided in Section 5.02(k).

"Related Business Assets" shall mean assets used or useful in a Similar Business; *provided* that any assets received by the Borrower or any other Group Member in exchange for assets transferred by the Borrower or any other Group Member will not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Group Member.

"Related Party" shall mean [(a) with respect to the Ad Hoc Group and their respective Affiliates (excluding any operating portfolio company thereof), [(i)] any investment fund advised, managed, controlled by or under common control with such Person, any officer or director of the foregoing Persons, or any entity controlled by any of the foregoing Persons (excluding any operating portfolio company thereof) [and (ii) any spouse or lineal descendant (including by adoption or stepchildren) of the officers and directors referred to in clause (a)(i)]]; (b) with respect to any officer of any Group Member, (i) any spouse or lineal descendant (including by adoption and stepchildren) of such officer and (ii) any trust, corporation or partnership or other entity, in each case to the extent not an operating company, of which an 80% or more controlling interest is held by the beneficiaries, stockholders, partners, members or owners who are the officer, any of the persons described in clause (b)(i) above or any combination of these identified relationships and (c) with respect to any Agent, such Agent's Affiliates and the respective directors, officers, employees, agents and advisors of such Agent and such Agent's Affiliates.

"Release" shall mean actively or passively disposing, discharging, injecting, spilling, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping or

migrating, of any Hazardous Material into, through or upon the Environment or within, from or into any building, structure, facility or fixture.

"Relevant Governmental Body" shall mean the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto.

"Relevant Public Company" shall mean the Parent Company that is the registrant with respect to an Initial Public Offering.

"Replaced Lender" shall have the meaning provided in Section 2.13.

"Replacement Lender" shall have the meaning provided in Section 2.13.

"Required Lenders" shall mean Non-Defaulting Lenders (other than the Fronting Lender), the sum of whose outstanding principal of Loans and Commitments as of any date of determination represents greater than 65% of the sum of all outstanding principal amount of Loans and Commitments at such time[; *provided* that certain approvals, extensions and other determinations limited to (i) extensions under Section 9.13, (ii) approving forms that must be "acceptable" to the Required Lenders and (iii) other mechanical amendments or other amendments, which, in each case, do not materially, adversely and disproportionately disadvantage any minority lender, shall be subject to the consent of only the Non-Defaulting Lenders (other than the Fronting Lender), the sum of whose outstanding principal of Loans and Commitments of any date of determination represents greater than 50.1% of the sum of all outstanding principal amount of Loans and Commitments at such time].

"Requirement of Law" or "Requirements of Law" shall mean, with respect to any Person, any statute, law, treaty, rule, regulation, order, decree, writ, injunction, official administrative pronouncement or determination 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.

"Rescindable Amount" shall have the meaning provided in Section 5.04(a).

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" shall mean, with respect to any Person, its chief financial officer, chief executive officer, president, or any vice president, managing director, manager, managing member, director, treasurer or assistant treasurer, controller, secretary or assistant secretary or other officer of such Person having substantially the same authority and responsibility and, solely for purposes of notices given pursuant to Section 2, any other officer or employee of the applicable Credit Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Credit Party designated in or pursuant to an agreement between the applicable Credit Party and the Administrative Agent; *provided* that, with respect to compliance with financial covenants, "Responsible Officer" shall mean the chief financial officer, treasurer or controller of the Group Representative, or any other officer of the Group Representative having substantially the same authority and responsibility, or the manager

or managing member of the Group Representative. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Restricted Indebtedness" shall have the meaning provided in Section 10.07(i).

"Restructuring Support Agreement" shall mean that certain Restructuring Support Agreement, dated as of December 28, 2025, by and among the Loan Parties, the Consenting Creditors and the Consenting Sponsor (in each case, as defined therein), as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Returns" shall have the meaning provided in Section 8.09.

"Revaluation Date" shall mean, with respect to any Loan, such dates as the Administrative Agent shall determine or require.

"Revolving Borrowing" shall mean a borrowing comprised of Revolving Loans.

"Revolving Loans" shall mean revolving advances made pursuant to the USS Revolver Credit Agreement.

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc., and any successor owner of such division.

"Sale-Leaseback Transaction" shall mean any arrangements with any Person providing for the leasing by the Borrower or any other Group Member of real or personal property which has been or is to be sold or transferred by the Borrower or such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person in connection therewith.

"Sanctioned Country" shall mean (a) a country, region or territory that at any time is the subject or target of any comprehensive Sanctions (as of the Closing Date, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Kherson and Zaporizhzhia regions of Ukraine, Cuba, Iran, North Korea and Syria); and (b) Venezuela, Russia, Belarus and Afghanistan.

"Sanctioned Person" shall mean, at any time, any Person that is the subject or target of Sanctions, including: (a) any Person listed in any Sanctions-related list of designated Persons; (b) any Person organized, domiciled or ordinarily resident in a Sanctioned Country; or (c) any Person owned 50 percent or more or controlled, directly or indirectly, by any such Person or Persons described in the foregoing clause (a) and/or (b); or (d) any Person acting directly or indirectly on behalf of any such Person(s) described in the foregoing clause (a), (b) and/or (c).

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom or (c) any sanctions extended to the Cayman Islands by order of the Majority in Council.

"SEC" shall have the meaning provided in Section 9.01(g).

"Section 9.01 Financials" shall mean the annual and quarterly financial statements required to be delivered pursuant to Sections 9.01(a) and (b), respectively.

"Secured Creditors" shall have the meaning assigned that term in the respective Security Documents.

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

"Security Agreement" shall have the meaning provided in Section 6.09.

"Security Document" shall mean and include each of the Security Agreement, each Mortgage and, after the execution and delivery thereof, each Additional Security Document.

"Similar Business" shall mean any business and any services, activities or businesses incidental, or reasonably related or similar to, complementary or corollary to any line of business engaged in by the Borrower and any other Group Member on the Closing Date (after giving effect to the Transaction) or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"SOFR" shall mean the Secured Overnight Financing Rate as administered by the NYFRB (or a successor administrator).

"Solvent" and "Solvency" shall mean, with respect to any Person on any date of determination, that on such date (i) the present fair saleable value of the assets of such Person and its Subsidiaries, on a consolidated basis, is greater than the total amount of liabilities, including contingent liabilities, of such Person and its Subsidiaries, on a consolidated basis (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability); (ii) such Person and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities (including, contingent and subordinated liabilities) as they become absolute and mature in the ordinary course of business on their respective stated maturities and are otherwise "solvent" within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances; and (iii) such Person and its Subsidiaries on a consolidated basis have, and will have, adequate capital with which to conduct the business they are presently conducting and reasonably anticipate conducting.

"Specified Indebtedness" shall have the meaning provided in Section 13.12(j).

"Specified Net Sale Proceeds Threshold" shall have the meaning provided in Section 5.02(d).

"Specified Representations" shall mean the representations and warranties of the Credit Parties set forth in Sections 8.01(i) (solely with respect to Credit Parties), 8.02, 8.03(iii) (in the case of any Tranche of Loans with respect to which such Specified Representations are made, limited to the incurrence of such Tranche of Loans in the case of the Borrower, the provision or reaffirmation of the applicable Guaranty in the case of each Guarantor and the grant or reaffirmation of the Liens in the Collateral to the Collateral Agent for the benefit of the Secured Creditors in the case of all Credit Parties), 8.05(b), 8.08(d)(ii) (in the case of any Tranche of Loans with respect to which such Specified Representations are made, limited to the incurrence and use of proceeds thereof), 8.08(e) (in the case of any Tranche of Loans with respect to which such Specified Representations are made, limited to the incurrence and use of proceeds thereof), 8.11 and 8.16.

"Spot Rate" shall mean the exchange rate, as reasonably determined by the Administrative Agent, that is applicable to conversion of one currency into another currency, which is (a) the exchange rate reported by Bloomberg (or other commercially available source reasonably designated by the Administrative Agent) as of the end of the preceding Business Day in the financial market for the first currency; or (b) if such report is unavailable for any reason, the spot rate for the purchase of the first currency with the second currency as in effect during the preceding Business Day in the Administrative Agent's (or one of its Affiliates') principal foreign exchange trading office for the first currency.

"Subordinated Indebtedness" shall mean any Indebtedness that is expressly subordinated in right of payment to the Obligations.

"Subsequent Transaction" shall have the meaning provided in Section 1.03.

"Subsidiary" shall mean, as to any Person, (i) any corporation, company (including exempted company) or limited liability company more than 50% of whose stock, shares or other Equity Interests 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 and/or one or more Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% Equity Interest at the time. Where not otherwise specified, "Subsidiary" shall mean a direct or indirect Subsidiary of the Borrower.

"Supported QFC" shall have the meaning provided in Section 13.24(a).

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

"Synthetic Lease" shall mean a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"Target Person" shall have the meaning provided in Section 10.05.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, assessments or withholdings (including backup withholding), charges or fees imposed by any Governmental Authority, including interest, penalties and additions to tax with respect thereto.

"Term Lender" shall mean, each Lender with a Term Loan Commitment.

"Term Loan Commitment" shall mean, for each Lender, its Initial Term Loan Commitment or its Incremental Term Loan Commitment.

"Term Loans" shall mean Initial Term Loans, each Incremental Term Loan and each Extended Term Loan. All Term Loans shall be denominated in Dollars.

"Term Note" shall mean each term note substantially in the form of Exhibit B hereto.

"Term SOFR" shall mean:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. (New York City time) on such determination date then Term SOFR shall mean the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to such date with a term of one month commencing that day; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR shall mean the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto;

provided that with respect to Term Loans, if Term SOFR determined in accordance with either of the foregoing clauses (a) or (b) of this definition would otherwise be less than 2.00%, Term SOFR shall be deemed 2.00% for purposes of this Agreement.

"Term SOFR Loan" shall mean a Loan that bears interest at a rate based on clause (a) of the definition of "Term SOFR".

"Term SOFR Screen Rate" shall mean the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Test Period" shall mean each period of four consecutive fiscal quarters of the Group Representative (in each case taken as one accounting period) for which Section 9.01 Financials have been (or were required to be) delivered or are otherwise internally available.

"Threshold Amount" shall mean $[25,000,000].

"Total Commitment" shall mean, at any time, the sum of (i) the Total Initial Term Loan Commitment and (ii) the Total Incremental Term Loan Commitment.

"Total Incremental Term Loan Commitment" shall mean, at any time, the sum of the Incremental Term Loan Commitments of each of the Lenders with such a Commitment at such time.

"Total Initial Term Loan Commitment" shall mean, at any time, the sum of the Initial Term Loan Commitments of each of the Lenders at such time.

"Trademark Security Agreement" shall have the meaning provided in the Security Agreement.

"Tranche" shall mean with respect to the Term Loans, the respective facilities and commitments utilized in making Initial Term Loans or Incremental Term Loans made pursuant to one or more tranches designated pursuant to the respective Incremental Amendments in accordance with the relevant requirements specified in Section 2.15 (collectively, the "Initial Tranches" and, each, an "Initial Tranche"), and after giving effect to the Extension pursuant to Section 2.14, shall include any group of Extended Term Loans, extended, directly or indirectly, from the same Initial Tranche and having the same Maturity Date, interest rate and fees; *provided* that only in the circumstances contemplated by Section 2.15(c), Incremental Term Loans may be made part of a then existing Tranche of Term Loans.

"Transaction" shall mean, collectively, (i) the entering into of the Credit Documents and the incurrence of Initial Term Loans on the Closing Date, (ii) the implementation of the Bankruptcy Plan, the Restructuring (as defined in the Restructuring Support Agreement) and the consummation of any other transaction in connection with the foregoing, (iii) the entering into of an amendment to USS Intercompany Credit Agreement and the other USS Intercompany Credit Documents, as applicable, (iv) the entering into of the USS ABL Credit Agreement and the other USS ABL Credit Documents (including the granting of any guarantees and liens in connection therewith), (v) the entering into of the USS Revolver Credit Agreement and the other USS Revolver Credit Documents (including the granting of any guarantees and liens in connection therewith) and (vi) the payment of all Transaction Costs.

"Transaction Costs" shall mean the fees, premiums, commissions and expenses payable by the Group Members in connection with the transactions described in the definition of "Transaction".

"Treasury Rate" means, as of any date of determination, a rate per annum (computed on the basis of actual days elapsed over a year of 360 days) equal to the rate determined by the Administrative Agent on the date three (3) Business Days prior to such date of determination, to be the yield expressed as a rate listed in *The Wall Street Journal* for United States Treasury securities most nearly equal to the period from such date of determination to, but excluding, the first anniversary of the Closing Date.

"Treasury Services Agreement" shall mean any agreement relating to treasury, depositary and cash management services, automated clearinghouse transfer of funds or trade letters of credit.

"Type" shall mean the type of Loan determined with regard to the interest option applicable thereto, i.e., whether a Base Rate Loan or Term SOFR Loan.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"UK Financial Institution" shall mean 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" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Undisclosed Administration" shall mean, in relation to a Lender or its direct or indirect parent company, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction supervision, if applicable law requires that such appointment not be disclosed.

"Unfunded Pension Liability" of any Plan subject to Title IV of ERISA shall mean the amount, if any, by which the value of the accumulated plan benefits under the Plan determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the fair market value of all plan assets of such Plan.

"United States" and "U.S." shall each mean the United States of America.

"Upfront Amount" shall have the meaning provided in Section 4.01(b).

"U.S. Subsidiary" shall mean, as to any Person, any Subsidiary of such Person incorporated, formed or organized under the laws of the United States, any state thereof or the District of Columbia. Unless expressly specified otherwise, references in this Agreement and in any other Credit Document to "U.S. Subsidiary" shall refer to a U.S. Subsidiary of Holdings.

"USS ABL Collateral Agent" shall mean Bank of America, N.A., as collateral agent under the USS ABL Credit Agreement or any successor thereto acting in such capacity.

"USS ABL Credit Agreement" shall mean (i) that certain asset-based revolving credit agreement, as in effect on the Closing Date and as the same may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof (including by reference to the USS ABL Intercreditor Agreement) and thereof, among Holdings, the Borrower, the other borrowers and guarantors party thereto, certain lenders party

thereto and Bank of America, N.A., as the administrative agent and collateral agent, and (ii) any other credit agreement, loan agreement or other agreement or instrument evidencing or governing the terms of any asset-based revolving credit facility that has been incurred to refinance (subject to the limitations set forth herein (including by reference to the USS ABL Intercreditor Agreement)) in whole or in part the Indebtedness and other obligations outstanding under (x) the credit agreement referred to in clause (i) or (y) any subsequent USS ABL Credit Agreement, unless such agreement or instrument expressly provides that it is not intended to be and is not a USS ABL Credit Agreement hereunder; provided that each USS ABL Credit Agreement shall contain no more than one credit facility and tranche of Indebtedness and/or commitments, which shall be an asset-based revolving credit facility (and not any "first-in, last-out" or similar facility or tranche) provided by one or more commercial banks that provide asset-based revolving credit facilities in the ordinary course of their business. Any reference to the USS ABL Credit Agreement hereunder shall be deemed a reference to any USS ABL Credit Agreement then in existence.

"USS ABL Credit Documents" shall mean the USS ABL Credit Agreement and any other Credit Document (as defined in the USS ABL Credit Agreement).

"USS ABL Intercreditor Agreement" shall mean that certain ABL Intercreditor Agreement, dated as of the Closing Date, by and among the Collateral Agent, the collateral agent under the USS Intercompany Credit Agreement, the USS Revolver Collateral Agent, the USS ABL Collateral Agent and each other party thereto from time to time, and acknowledged by Credit Parties, as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof.

"USS Intercompany Credit Agreement" shall mean that certain credit agreement, dated as of August 22, 2024, by and among the Borrower, as borrower, the Cayman Borrower, as lender, Holdings and certain of its Subsidiaries, as guarantors, and as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof.

"USS Intercompany Credit Documents" shall mean the USS Intercompany Credit Agreement and any other Credit Document (as defined in the USS Intercompany Credit Agreement).

"USS Intercompany Loans" shall mean the indebtedness incurred by the Borrower pursuant to the USS Intercompany Credit Agreement.

"USS Revolver Collateral Agent" shall mean Bank of America, N.A., as collateral agent under the USS Revolver Credit Agreement or any successor thereto acting in such capacity.

"USS Revolver Credit Agreement" shall mean shall mean (i) that certain first-out revolving credit agreement, as in effect on the Closing Date and as the same may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof (including by reference to the USS Revolver Intercreditor Agreement) and thereof, among Holdings, the Borrower, the other guarantors party thereto, certain lenders party thereto and Bank of America, N.A., as the administrative agent and collateral agent, and (ii) any other credit agreement, loan agreement or other agreement or instrument evidencing or governing the

terms of any first-out revolving credit facility that has been incurred to refinance (subject to the limitations set forth herein (including by reference to the USS Revolver Intercreditor Agreement)) in whole or in part the Indebtedness and other obligations outstanding under (x) the credit agreement referred to in clause (i) or (y) any subsequent USS Revolver Credit Agreement, unless such agreement or instrument expressly provides that it is not intended to be and is not a USS Revolver Credit Agreement hereunder; provided that each USS Revolver Credit Agreement shall contain no more than one credit facility and tranche of Indebtedness and/or commitments, which shall be a first-out revolving credit facility (and not any "first-in, last-out" or similar facility or tranche) provided by one or more commercial banks that provide first-out revolving credit facilities in the ordinary course of their business. Any reference to the USS Revolver Credit Agreement hereunder shall be deemed a reference to any USS Revolver Credit Agreement then in existence.

"USS Revolver Credit Documents" shall mean the USS Revolver Credit Agreement and any other Credit Document (as defined in the USS Revolver Credit Agreement).

"USS Revolver Intercreditor Agreement" shall mean that certain [Revolver Intercreditor Agreement], dated as of the Closing Date, by and among the Collateral Agent, the collateral agent under the USS Intercompany Credit Agreement, the USS Revolver Collateral Agent and each other party thereto from time to time, and acknowledged by Credit Parties, as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof.

"U.S. GAAP" shall mean generally accepted accounting principles in the United States of America as in effect from time to time; *provided* that determinations made pursuant to this Agreement in accordance with U.S. GAAP are subject (to the extent provided therein) to Section 13.07(a).

"U.S. Government Securities Business Day" shall mean any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"U.S. Person" shall mean a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regime" shall have the meaning provided in Section 13.24(a).

"U.S. Tax Compliance Certificate" shall have the meaning provided in Section 5.05(c).

"Voluntary Pari Passu Debt Prepayments" shall mean, without duplication, (i) voluntary prepayments (including buybacks and prepayments in connection with Section 5.01(b)) and redemptions of Term Loans that rank *pari passu* with the Term Loans (limited, in the case of any voluntary prepayment in accordance with the provisions of Section 2.20 or Section 2.21 or similar provisions in the definitive documentation with respect to such Indebtedness, to the cash payment made by any Group Member therefor), (ii) [reserved] and (iii) prepayments and buybacks of the Revolving Loans, ABL Revolving Loans or any other revolving credit facility permitted under Section 10.04, in each case, that is secured by a Lien on the Collateral ranking either (a) *pari passu*

with the Lien on the Collateral securing the Revolving Loans or ABL Revolving Loans or (b) senior or *pari passu* with the Lien on the Collateral securing the Term Loans, to the extent accompanied, in the case of this clause (iii), by a permanent reduction in commitments therefor.

"Weighted Average Life to Maturity" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (x) the amount of each then remaining installment or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (y) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment into (ii) the then outstanding principal amount of such Indebtedness.

"Wholly-Owned Subsidiary" shall mean, as to any Person, (i) any corporation, company (including exempted company) or limited liability company 100% of whose capital stock, shares or other Equity Interest is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (ii) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns 100% of the Equity Interests at such time (other than, in the case of a Foreign Subsidiary with respect to preceding clauses (i) or (ii), director's qualifying shares and/or other nominal amounts of shares required to be held by Persons other than a Group Member under Requirements of Law).

"Wholly-Owned U.S. Subsidiary" shall mean, as to any Person, any Wholly-Owned Subsidiary of such Person which is a U.S. Subsidiary of such Person.

"Write-Down and Conversion Powers" shall mean, (i) 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 (ii) 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.

"WSFS" shall have the meaning provided in the preamble.

1.02 Terms Generally and Certain Interpretive Provisions. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. 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"; and the words "asset" and "property" shall be construed as having 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. 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 of this Agreement unless the context shall otherwise

require. All references herein to Sections, paragraphs, clauses, subclauses, Exhibits and Schedules shall be deemed references to Sections, paragraphs, clauses and subclauses of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless otherwise expressly provided herein, (a) all references to documents, instruments and other agreements (including the Credit Documents and organizational or formation documents) shall be deemed to include all subsequent amendments, restatements, amendments and restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, amendments and restatements, supplements and other modifications are not prohibited by any Credit Document and (b) references to any law, statute, rule or regulation shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable). Any reference herein or in any other Credit Document to the satisfaction, repayment, or payment in full of the Obligations or the Obligations having been repaid in full, or words of similar import, shall mean (i) the payment or repayment in full in cash of all such Obligations (other than contingent indemnification Obligations for which no claim has been asserted), and (ii) the termination of all of the Commitments of the Lenders. Any references herein to the Borrower that contemplate the delivery of notices or other information hereunder by the Borrower, or the making (or revocation) of requests, elections, consents or determinations hereunder by the Borrower, shall be construed to permit the Group Representative to deliver such notices or other information or make (or revoke) such requests, elections, consents or determinations on behalf of the Borrower.

1.03 Limited Condition Transactions. Notwithstanding anything to the contrary in this Agreement, in connection with any action being taken in connection with a Limited Condition Transaction, for purposes of:

(i) determining compliance with any provision of this Agreement that requires the calculation of any financial ratio or test, including the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio and Consolidated Total Net Leverage Ratio; or

(ii) testing availability under baskets set forth in this Agreement (including baskets determined by reference to Consolidated EBITDA or Consolidated Total Assets, as applicable); or

(iii) determining other compliance with this Agreement (including the determination that representations and warranties are true and correct (other than the Specified Representations) and that no Default or Event of Default (or any type of Default or Event of Default) has occurred, is continuing or would result therefrom);

in each case, at the option of the Borrower or the Group Representative (Borrower's or the Group Representative's election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), the date of determination of whether any such action is permitted hereunder shall be made (1) in the case of any acquisition (including by way of merger) or similar Investment (including the assumption or incurrence of Indebtedness or Liens in connection therewith), at the time of (or, in the case of any calculation or any financial ratio or test, with respect to, or as of the last day of, the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such acquisition or Investment, (y) the public

announcement of an intention to make an offer in respect of the target of such acquisition or Investment or (z) the consummation of such acquisition or Investment and (2) in the case of any voluntary or optional payment or prepayment on or redemption or acquisition for value of any Indebtedness subject to Section 10.07(i), at the time of (or, in the case of any calculation or any financial ratio or test, with respect to, or as of the last day of, the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice with respect to such payment or prepayment or redemption or acquisition of such Indebtedness or (y) the making of such voluntary or optional payment or prepayment on or redemption or acquisition for value of any Indebtedness (the "LCT Test Date"), and if, for the Limited Condition Transaction (and the other transactions to be entered into in connection therewith), the Borrower or any other Group Member would have been permitted to take such action on the relevant LCT Test Date (on a Pro Forma Basis after giving effect to such action) in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with (it being understood, for the avoidance of doubt, that if Borrower or the Group Representative has made an LCT Election and any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would have failed to have been complied with as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated EBITDA or Consolidated Total Assets of the Group Members or the Person subject to such Limited Condition Transaction, at or prior to the consummation of the relevant transaction or action, such baskets, tests or ratios will not be deemed to have failed to have been complied with as a result of such fluctuations); *provided* that (i) no Event of Default has occurred and is continuing on the LCT Test Date, (ii) no Event of Default under Section 11.01 or Section 11.05 shall have occurred and be continuing on the date such Limited Condition Transaction is consummated and (iii) such Limited Condition Transaction is consummated on or before the date that is 210 days from the LCT Test Date; *provided*, *further*, that, notwithstanding anything to the contrary herein, if financial statements for one or more subsequent Test Periods shall have become available, the Borrower or the Group Representative may elect, in its sole discretion, to re-determine all such financial ratios or tests, with respect to, or as of the last day of, the most recently ended Test Period on the basis of such financial statements, in which case such date of redetermination shall thereafter be deemed to be the LCT Test Date for purposes of such baskets, ratios and financial metrics. If Borrower or the Group Representative has made an LCT Election for any Limited Condition Transaction, then in connection with any calculation of any ratio, test or basket availability with respect to the incurrence of Indebtedness or Liens or the making of any Permitted Investment (each, a "Subsequent Transaction") following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement, public announcement or irrevocable notice for such Limited Condition Transaction is terminated, revoked or expires without consummation of such Limited Condition Transaction, for purposes of determining whether such Subsequent Transaction is permitted under this Agreement, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

1.04 Classification. It is understood and agreed that any Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transaction with Affiliates or prepayment of Indebtedness need not be permitted solely by reference to one category of permitted Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transactions with Affiliates or prepayment of Indebtedness under Sections 10.01, 10.02, 10.03, 10.04, 10.05,

10.06 and 10.07(i), respectively, but may instead be permitted in part under any combination thereof (it being understood that the Borrower and the Group Representative may utilize amounts under any category that is subject to any financial ratio or test, including the Consolidated Total Net Leverage Ratio, prior to amounts under any other category). For purposes of determining compliance at any time with Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07(i), in the event that any Lien, sale, lease or other disposition of assets, Dividend, Indebtedness, Investment, transaction with Affiliates or prepayment of Indebtedness meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07(i), the Borrower or the Group Representative, in its sole discretion, may classify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

1.05 Currency Equivalents Generally.

(a) Notwithstanding anything to the contrary in this Agreement, (i) any representation or warranty that would be untrue or inaccurate, (ii) any undertaking that would be breached, (iii) any basket is exceeded or (iv) any event that would constitute a Default or an Event of Default, in each case, solely as a result of fluctuations in applicable currency exchange rates, shall not be deemed to be untrue, inaccurate, breached or so constituted, as applicable, solely as a result of such fluctuations in currency exchange rates.

(b) For purposes of determining the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio and the Consolidated Total Net Leverage Ratio, amounts denominated in a currency other than Dollars will be converted to Dollars for the purposes of (A) calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio and the Consolidated Total Net Leverage Ratio, at the Spot Rate as of the date of calculation, and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with U.S. GAAP, of Interest Rate Protection Agreements and Other Hedging Agreements permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Equivalent Amount of such Indebtedness.

(c) All references in the Credit Documents to Loans, Obligations and other amounts shall be denominated in Dollars, unless expressly provided otherwise. The Equivalent Amount of any amounts denominated or reported under a Credit Document in a currency other than Dollars shall be determined by the Administrative Agent and shall become effective as of such Revaluation Date and shall be the Equivalent Amount of such amounts until the next Revaluation Date to occur. The Borrower and the Group Representative shall deliver financial statements and calculate financial covenants in Dollars. Notwithstanding anything herein to the contrary, if any Obligation is funded and expressly denominated in a currency other than Dollars, the Borrower shall repay such Obligation in such other currency.

1.06 Divisions.

For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (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, and (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.

1.07 Direction of the Required Lenders. References herein and in the other Credit Documents to a "Direction of the Required Lenders" shall mean a written direction or instruction from Lenders constituting the Required Lenders, which may be in the form of an email or other form of written communication, and which may come from counsel engaged by the Required Lenders. Any such email or other form of written communication from such counsel shall be conclusively presumed to have been authorized by a written direction or instruction from the Required Lenders and such counsel shall have conclusively presumed to have acted on behalf of and at the written direction or instruction from the Required Lenders (and the Agents shall be entitled to rely on such presumption). For the avoidance of doubt, with respect to each reference herein and in any other Credit Agreement to (i) documents, agreements or other matters being "satisfactory," "acceptable," "reasonably satisfactory" or "reasonably acceptable" (or any expression of similar import) to the Required Lenders, such determination may be communicated by a Direction of the Required Lenders as contemplated above and/or (ii) any matter requiring the consent or approval of, or a determination by, the Required Lenders, such consent, approval or determination may be communicated by a Direction of the Required Lenders as contemplated above and any reference to an Agent taking an action or omitting to take an action with the "consent" or at the "direction" or "instruction" of the Required Lenders (or any expressions of similar import) shall be interpreted to include a Direction of the Required Lenders. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any written direction or instruction that is purported to be a Direction of the Required Lenders, and no Agent shall have any responsibility to independently determine whether such direction or instruction has in fact been authorized by the Required Lenders. In addition, any references herein or in the other Credit Documents to any Agent acting "reasonably" or in its "reasonable discretion" at the Direction of the Required Lenders shall mean that the Required Lenders shall act reasonably or in their reasonable discretion in so directing the applicable Agent.

1.08 Interest Rates.

(a) The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to any reference rate referred to herein or with respect to any alternative or successor rate thereto, or replacement rate thereof (including (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.16, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.16(c)(iv)), including whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, Term SOFR or have the same volume or liquidity as did the interbank offered rate prior to its discontinuance or unavailability.

(b) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other

adjustment) that is an alternative or replacement for or successor to any such rate (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (or any component of any of the foregoing), 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 other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

Section 2. Amount and Terms of Credit.

2.01 The Commitments.

(a) Subject to and upon the terms and conditions set forth herein, the Fronting Lender, pursuant to the Fronting Arrangement, agrees to make Initial Terms Loans to the Borrower in Dollars in an aggregate principal amount of $300,000,000, which Initial Term Loans (i) shall be incurred by the Borrower pursuant to a single drawing on the Closing Date, (ii) shall, except as hereinafter provided, at the option of the Borrower, be incurred and maintained as, and/or converted into, one or more Borrowings of Base Rate Loans or Term SOFR Loans; *provided* that all Initial Term Loans comprising the same Borrowing shall at all times be of the same Type and (iii) shall be made by the Fronting Lender in that aggregate principal amount which does not exceed the Initial Term Loan Commitment on the Closing Date (before giving effect to the termination thereof pursuant to Section 4.02(a)). Once repaid, Initial Term Loans may not be reborrowed.

(b) Subject to and upon the terms and conditions set forth herein, each Lender with an Incremental Term Loan Commitment from time to time severally agrees to make Incremental Term Loans to Borrower, which Incremental Term Loans (i) shall be incurred pursuant to a single drawing on the applicable Incremental Term Loan Borrowing Date, (ii) [reserved], (iii) shall, except as hereinafter provided, at the option of the Borrower, be incurred and maintained as, and/or converted into one or more Borrowings of Base Rate Loans or Term SOFR Loans; provided that all Incremental Term Loans of a given Tranche made as part of the same Borrowing shall at all times consist of Incremental Term Loans of the same Type, and (iv) shall not exceed for any such Incremental Term Loan Lender at any time of any incurrence thereof, the Incremental Term Loan Commitment of such Incremental Term Loan Lender for such Tranche (before giving effect to the termination thereof on such date pursuant to Section 4.02(b)). Once repaid, Incremental Term Loans may not be reborrowed.

(c) Each Lender may, at its option, make or maintain any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make or maintain such Loan; *provided that* any exercise of such option shall not (i) affect in any manner the obligation of the Borrower

to repay such Loan in accordance with the terms of this Agreement or (ii) excuse or relieve any Lender from its Commitment to make or maintain any such Loan to the extent not so made by such branch or Affiliate.

2.02 Minimum Amount of Each Borrowing. The aggregate principal amount of each Borrowing of Loans under any Tranche shall not be less than the Minimum Borrowing Amount. More than one Borrowing may occur on the same date, but at no time shall there be outstanding more than ten (10) Borrowings of Term SOFR Loans in the aggregate for all Tranches of Loans.

2.03 Notice of Borrowing. Whenever the Borrower desires to make a Borrowing of Loans hereunder, the Borrower shall give the Administrative Agent at its Notice Office prior written notice (x) on the day of such Borrowing (or telephonic notice promptly confirmed in writing) of each Borrowing of Base Rate Loans to be made hereunder, and (y) at least three Business Days' (or such shorter period as the Administrative Agent shall consent in its sole and absolute discretion, which such consent may be evidenced by e-mail) prior written notice (or telephonic notice promptly confirmed in writing) of each Term SOFR Loan to be made hereunder; *provided* that (a) in each case, any such notice shall be deemed to have been given on a certain day only if given before 11:00 a.m. (New York City time) on such day (or such later time as the Administrative Agent shall consent in its sole and absolute discretion, which such consent may be evidenced by e-mail), (b) in any event, any such notice with respect to Loans that are Term SOFR Loans to be incurred on the Closing Date may be given up to one (1) Business Day prior to the Closing Date and (c) that if Borrower wishes to request Term SOFR Loans having an Interest Period other than one, three or six months in duration, or less than one month in duration with the consent of the Administrative Agent, in each case as provided in the definition of "Interest Period", the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. (New York City time), four (4) Business Days prior to the requested date of such Borrowing, conversion or continuation, in each case, having an Interest Period other than one, three or six months in duration, or less than one month in duration, whereupon the Administrative Agent shall give prompt notice to each applicable Lender with a Commitment of the relevant Tranche of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m. (New York City time), three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify Borrower (which notice may be by telephone) whether or not the requested Interest Period that is other than one, three or six months in duration, or less than one month in duration, has been consented to by such Lenders or the Administrative Agent, as applicable. Each such notice (each, a "Notice of Borrowing"), except as otherwise expressly provided in Section 2.11, shall be irrevocable and shall be in writing, or by telephone promptly confirmed in writing by or on behalf of the Borrower, in the form of Exhibit A-1 or such other form as may be approved by the Administrative Agent including any form on an electronic platform or electronic transmission as shall be approved by the Administrative Agent, appropriately completed by a Responsible Officer of the Borrower or of the Group Representative to specify: (i) the aggregate principal amount of the Loans to be made pursuant to such Borrowing, (ii) the date of such Borrowing (which shall be a Business Day), (iii) whether the respective Borrowing shall consist of Initial Term Loans or Incremental Term Loans, (iv) whether the Loans being made pursuant to such Borrowing are to be initially maintained as Base Rate Loans or Term SOFR Loans, (v) in the case of Terms SOFR Loans, the Interest Period to be initially applicable thereto, and (vi) the account of the Borrower into which the proceeds of such Loans shall be deposited or other wire instructions therefor. The Administrative Agent shall

promptly give each Lender of the Tranche specified in the respective Notice of Borrowing, notice of such proposed Borrowing, of such Lender's proportionate share thereof (determined in accordance with Section 2.07) and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing. With respect to SOFR or Term SOFR, the Administrative Agent will have the right (subject to, if applicable, the Borrower's consultation rights set forth in the definition of "Conforming Changes") to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document; *provided* that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

2.04 Disbursement of Funds. No later than 1:00 P.M. (New York City time) on the date specified in each Notice of Borrowing, each Term Lender with a Term Loan Commitment of the relevant Tranche will make available its *pro rata* portion (determined in accordance with Section 2.07) of each such Borrowing requested to be made on such date. All such amounts will be made available in Dollars and in immediately available funds at the Notice Office, and the Administrative Agent will make all funds so received by it in like funds as received by the Administrative Agent by wire transfer of such funds to the account designated in writing by the Borrower (including in any Notice of Borrowing) from time to time; *provided* that at the discretion of the Required Lenders and the Fronting Lender, solely in connection with the Initial Term Loans, such funds may be wired directly by the Fronting Lender to the Borrower. Unless the Administrative Agent shall have been notified by any Term Lender prior to the date of any Borrowing that such Lender does not intend to make available to the Administrative Agent such Term Lender's portion of any Borrowing to be made on such date, the Administrative Agent may assume that such Term Lender has made such amount available to the Administrative Agent on such date of Borrowing and the Administrative Agent may (but shall not be obligated to), in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Term Lender. If such Term Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify Borrower and the Borrower shall immediately pay such corresponding amount to the Administrative Agent. The Administrative Agent also shall be entitled to recover on demand from such Term Lender or Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower until the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if recovered from such Term Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking rules on interbank compensation and (ii) if recovered from Borrower, the rate of interest applicable to the relevant Borrowing, as determined pursuant to Section 2.08. Nothing in this Section 2.04 shall be deemed to relieve any Term Lender from its obligation to make Term Loans hereunder or to prejudice any rights which the Borrower may have against any Term Lender as a result of any failure by such Lender to make Term Loans hereunder.

2.05 Notes.

(a) The Borrower's obligation to pay the principal of, and interest on, the Loans made by each Lender shall be evidenced in the Register maintained by the Administrative Agent pursuant to Section 13.04 and shall, if requested by such Lender, also be evidenced by a promissory note. In such event, the Borrower shall promptly prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) substantially in the form of Exhibit B (each a "Note").

(b) Each Lender will note on its internal records the amount of each Loan made by it and each payment in respect thereof and prior to any transfer of any of its Notes will endorse on the reverse side thereof the outstanding principal amount of Loans evidenced thereby. Failure to make any such notation or any error in such notation shall not affect Borrower's obligations in respect of such Loans. For the avoidance of doubt, to the extent any conflict arises between the records maintained pursuant to this Section and the Register, the Register shall control.

(c) Notwithstanding anything to the contrary contained above in this Section 2.05 or elsewhere in this Agreement, Notes shall only be delivered to Lenders that at any time specifically request the delivery of such Notes. No failure of any Lender to request or obtain a Note evidencing its Loans to the Borrower shall affect or in any manner impair the obligations of the Borrower to pay the Loans (and all related Obligations) incurred by the Borrower which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guarantees therefor provided pursuant to the various Credit Documents. Any Lender that does not have a Note evidencing its outstanding Loans shall in no event be required to make the notations otherwise described in the preceding clause (b). At any time when any Lender requests the delivery of a Note to evidence any of its Loans, the Borrower shall promptly execute and deliver to the respective Lender the requested Note in the appropriate amount or amounts to evidence such Loans.

2.06 Interest Rate Conversions. The Borrower shall have the option to convert, on any Business Day, all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of Loans of a given Tranche made pursuant to one or more Borrowings of one or more Types of Loans, into a Borrowing (of the same Tranche) of another Type of Loan; *provided* that (i) except as otherwise provided in Section 2.11, Term SOFR Loans may be converted into Base Rate Loans only on the last day of an Interest Period applicable to the Loans being converted and no such partial conversion of Term SOFR Loans shall reduce the outstanding principal amount of such Term SOFR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount and (ii) to the extent the Required Lenders have, or the Administrative Agent at the request of the Required Lenders has, so notified Borrower in writing, Base Rate Loans may not be converted into Term SOFR Loans, if any Event of Default is in existence on the date of the conversion or continuation and (iv) no conversion pursuant to this Section 2.06 shall result in a greater number of Borrowings of Term SOFR Loans than is permitted under Section 2.02. Such conversion shall be effected by the Borrower by giving the Administrative Agent at the Notice Office prior to 12:00 Noon (New York City time) at least three Business Days' prior notice (in the case of any conversion to or continuation of Term SOFR Loans), or same day notice (in the case of any conversion to Base Rate Loans) (each, a "Notice of Conversion/Continuation") in the form of Exhibit A-3 or such other form as may be approved by

the Administrative Agent including any form on an electronic platform or electronic transmission as shall be approved by the Administrative Agent, appropriately completed by a Responsible Officer of the Borrower to specify the Loans of a given Tranche to be so converted, the Borrowing or Borrowings pursuant to which such Loans were incurred and, if to be converted into Term SOFR Loans, the Interest Period to be initially applicable thereto. If Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be continued as, or converted to, Base Rate Loans. The Administrative Agent shall give each Lender prompt notice of any such proposed conversion affecting any of its Loans.

2.07 Pro Rata Borrowings. All Borrowings of each Tranche of Loans under this Agreement, subject to Section 2.10(d), shall be incurred from the Lenders pro rata on the basis of such Lenders' Commitments with respect to such Tranche, as the case may be. No Lender shall be responsible for any default by any other Lender of its obligation to make Loans hereunder, and each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder.

2.08 Interest.

(a) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Base Rate Loan (including with respect to any Term SOFR Loan converted into a Base Rate Loan pursuant to Section 2.06 or 2.09) made to the Borrower hereunder from the date of Borrowing thereof (or, in the circumstances described in the immediately preceding parenthetical, from the date of conversion of the respective Term SOFR Loan into a Base Rate Loan) until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the conversion of such Base Rate Loan to a Term SOFR Loan pursuant to Section 2.06 or 2.09, as applicable, at a rate per annum which shall be equal to the sum of the Applicable Margin plus the Base Rate, as in effect from time to time.

(b) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Term SOFR Loan made to the Borrower from the date of Borrowing thereof until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the conversion of such Term SOFR Loan to a Base Rate Loan pursuant to Section 2.06 or 2.09, as applicable, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the Applicable Margin plus the applicable Term SOFR for such Interest Period.

(c) Upon the occurrence and during the continuance of any Event of Default, at the election of the Required Lenders (which may apply retroactively to the date such Event of Default shall have first occurred) (or, automatically upon the occurrence and during the continuance of any Event of Default under Section 11.01 or 11.05) (x) principal and, to the extent permitted by law, interest in respect of each Loan shall bear interest at a rate per annum equal to (i) for Base Rate Loans and associated interest, 2.00% per annum in excess of the Applicable Margin for Base Rate Loans plus the Base Rate, (ii) for Term SOFR Loans and associated interest, 2.00% per annum in excess of the Applicable Margin for Term SOFR Loans plus Term SOFR, as applicable, and (y) amounts with respect to Fees and all other Obligations shall bear interest at a rate equal to 2.00% per annum in excess of the Applicable Margin for Base Rate Loans plus the Base Rate, each as in effect from time to time, in each case with such interest to be payable on demand.

(d) Accrued (and theretofore unpaid) interest shall be calculated daily and payable (i) on each Interest Payment Date and (ii) on (w) the date of any conversion of a Term SOFR Loan to a Base Rate Loan (on the amount so converted) prior to the last day of the Interest Period applicable thereto, (x) the date of any prepayment or repayment thereof (on the amount prepaid or repaid), (y) at maturity (whether by acceleration or otherwise) and (z) after such maturity, on demand.

(e) Upon each Interest Determination Date, the Administrative Agent shall determine Term SOFR for each Interest Period applicable to the respective Term SOFR Loans and shall promptly notify Borrower and the Lenders thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

(f) All interest hereunder and any Fees hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). The applicable Base Rate or Term SOFR shall be determined by the Administrative Agent in accordance with the provisions of this Agreement and such determination shall be conclusive absent manifest error. All accrued interest which for any reason has not theretofore been paid shall be paid in full on the date on which the final principal amount of the Loans is repaid.

Notwithstanding the foregoing, beginning with the Closing Date and continuing through the first anniversary of the Closing Date (the "PIK Period"), unless the Borrower (at the direction of its board of directors (or similar governing body)) has notified the Administrative Agent in writing by 3:00 p.m. (New York City time) one (1) Business Day prior to the applicable Interest Payment Date that it intends to pay all or any portion of the interest due on such applicable Interest Payment Date in cash, the interest accrued on the Initial Term Loans shall be due and payable in-kind on such Interest Payment Date by automatically adding such accrued interest to the outstanding principal amount of the Initial Term Loans (the "PIK Loans"). Following the PIK Period, all interest accrued on the Initial Term Loans shall be payable in cash; provided that, unless the Borrower (at the direction of its board of directors (or similar governing body)) has notified the Administrative Agent in writing by 3:00 p.m. (New York City time) one (1) Business Day prior to the applicable Interest Payment Date that it intends to pay an additional portion of the interest due on such applicable Interest Payment Date in cash, if projected Liquidity on a pro forma basis (immediately after taking into account the payment of all of such interest in cash) would be less than $100,000,000, then 50% of the interest accrued on the Initial Term Loans shall be due and payable in kind on such Interest Payment Date by automatically adding such accrued interest to the outstanding principal amount of the Initial Term Loans in the form of PIK Loans, with the balance payable in cash. The principal amount of each PIK Loan shall accrue interest in accordance with the provisions of this Agreement applicable to the Initial Term Loans and shall be payable in full in cash at maturity.

2.09 Interest Periods. With respect to Loans, as to each Term SOFR Loan, at the time Borrower gives any Notice of Borrowing or Notice of Conversion/Continuation in respect of the making of, or conversion into, any Term SOFR Loan or prior to 11:00 a.m. (New York City time) on the third Business Day prior to the expiration of an Interest Period applicable to such Term SOFR Loan, the Borrower shall have the right to elect the interest period (each, an "Interest Period") applicable to such Term SOFR Loan, which Interest Period shall, at the option of the

Borrower be a one, three or six month period, or, if agreed to by all affected Lenders and the Administrative Agent with respect to a Term SOFR Loan, a period less than one month; *provided* that (in each case):

(i) all Term SOFR Loans comprising a Borrowing shall at all times have the same Interest Period;

(ii) the initial Interest Period for any Term SOFR Loan shall commence on the date of Borrowing of such Term SOFR Loan (including, in the case of Term SOFR Loans, the date of any conversion thereto from a Borrowing of Base Rate Loans) and each Interest Period occurring thereafter in respect of such Term SOFR Loan shall commence on the day on which the next preceding Interest Period applicable thereto expires;

(iii) if any Interest Period for a Term SOFR Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month;

(iv) if any Interest Period for a Term SOFR Loan would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; *provided*, *however*, that if any Interest Period for a Term SOFR Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(v) unless the Required Lenders otherwise agree, no Interest Period for a Term SOFR Loan may be selected at any time when an Event of Default is then in existence;

(vi) [reserved]; and

(vii) no Interest Period in respect of any Borrowing of any Tranche of Loans shall be selected which extends beyond the Maturity Date therefor.

With respect to any Term SOFR Loans, at the end of any Interest Period applicable to a Borrowing thereof, the Borrower may elect to split the respective Borrowing of a single Type under a single Tranche into two or more Borrowings of different Types under such Tranche or combine two or more Borrowings under a single Tranche into a single Borrowing of the same Type under such Tranche, in each case, by the Borrower giving notice thereof together with its election of one or more Interest Periods applicable thereto, in each case so long as each resulting Borrowing (x) has an Interest Period which complies with the foregoing requirements of this Section 2.09, (y) has a principal amount which is not less than the Minimum Borrowing Amount applicable to Borrowings of the respective Type and Tranche, and (z) does not cause a violation of the requirements of Section 2.02. If by 11:00 a.m. (New York City time) on the third Business Day prior to the expiration of any Interest Period applicable to a Borrowing of Term SOFR Loans, the Borrower has failed to elect, or is not permitted to elect, a new Interest Period to be applicable to such Term SOFR, the Borrower shall be deemed to have elected to convert such Term SOFR

Loans into Base Rate Loans with such conversion to be effective as of the expiration date of such current Interest Period.

2.10 Increased Costs, Illegality, etc.

(a) [Reserved].

(b) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in Term SOFR);

(ii) impose on any Lender or the applicable interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement, Loans made by such Lender; or

(iii) subject any Lender or the Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes or (C) Other Taxes) with respect to its loans, 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 the Administrative Agent of making, continuing, converting or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender or the Administrative Agent hereunder (whether of principal, interest or otherwise), then Borrower will pay to such Lender or the Administrative Agent, as the case may be, such additional amount or amounts as will compensate such Lender or the Administrative Agent, as the case may be, for such additional costs incurred or reduction suffered.

(c) If any Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(d) If any Lender determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Term SOFR Loans, or to determine or charge interest rates based upon 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 Term SOFR Loans or to convert Base Rate Loans to Term 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, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay all affected Term SOFR Loans or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans to such day, or if such Lender may not lawfully continue to maintain such Term SOFR Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

(e) A certificate of a Lender or the Administrative Agent setting forth the amount or amounts necessary to compensate such Lender or the Administrative Agent or its holding company, as the case may be, as specified in clause (b) or (c) of this Section, and certifying that it is the general practice and policy of such Lender to demand such compensation from similarly situated borrowers in similar circumstances at such time to the extent it is legally permitted to do so, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Administrative Agent, as the case may be, the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(f) Failure or delay on the part of any Lender, or the Administrative Agent to demand compensation pursuant to this Section 2.10 shall not constitute a waiver of such Lender's or the Administrative Agent's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender or the Administrative Agent pursuant to this Section 2.10 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or the Administrative Agent, as the case may be, notifies Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Administrative Agent'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.

2.11 Compensation. The Borrower agrees to compensate each Lender, upon its written request (which request shall set forth in reasonable detail the basis for requesting such compensation and the calculation of the amount of such compensation; it being understood that no Lender shall be required to disclose (i) any confidential or price sensitive information or (ii) any other information, to the extent prohibited by any Requirement of Law), for all losses, expenses and liabilities (including, any loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its Term SOFR Loans but excluding loss of anticipated profits (and without giving effect to the minimum "Term SOFR")) which such Lender may sustain: (i) if for any reason (other than a default by such Lender or the Administrative Agent) a Borrowing of, or conversion from or into, Term SOFR Loans does not occur on a date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation; (ii) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 5.01, Section 5.02 or as a result of an acceleration of the Loans pursuant to Section 11) or conversion of any of its Term SOFR Loans occurs on a date which is not the last day of an Interest Period with respect thereto; (iii) if any prepayment of any Term SOFR Loans is not made on any date specified in a Notice of Loan Prepayment given by the Borrower; or (iv) as a consequence of any other default by the Borrower to repay Term SOFR Loans when required by the terms of this Agreement or any Note held by such Lender.

2.12 Change of Lending Office. Each Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.10(b), (c) or (d) or Section 5.05 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event; *provided* that such designation is made on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Sections 2.10 and 5.05.

2.13 Replacement of Lenders. (x) If any Lender becomes a Defaulting Lender, (y) upon the occurrence of an event giving rise to the operation of Section 2.10(b), (c) or (d) or Section 5.05 with respect to such Lender or (z) in the case of a refusal by a Lender to consent to proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders as (and to the extent) provided in Section 13.12(b) (such Lender, a "Non-Consenting Lender"), the Borrower shall have the right to replace such Lender (the "Replaced Lender") with one or more other Eligible Transferees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") and each of whom shall be required to be reasonably acceptable to the Administrative Agent (to the extent the Administrative Agent's consent would be required for an assignment to such Replacement Lender pursuant to Section 13.04); *provided* that (i) at the time of any replacement pursuant to this Section 2.13, the Replacement Lender shall enter into one or more Assignment and Assumption Agreements pursuant to Section 13.04(b) (and with all fees payable pursuant to said Section 13.04(b) to be paid by the Replacement Lender and/or the Replaced Lender (as may be agreed to at such time by and among Borrower, the Replacement Lender and the Replaced Lender)) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Loans of the Replaced Lender and, in connection therewith, shall pay to (x) the Replaced Lender in respect thereof an amount equal to the sum of (I) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the respective Replaced Lender under each Tranche with respect to which such Replaced Lender is being replaced and (II) an amount equal to all accrued, but theretofore unpaid, Fees owing to the Replaced Lender pursuant to Section 4.01, (ii) all obligations of the Borrower due and owing to the Replaced Lender at such time (other than those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid) shall be paid in full in cash to such Replaced Lender concurrently with such replacement; upon receipt by the Replaced Lender of all amounts required to be paid to it pursuant to this Section 2.13, the Administrative Agent shall be entitled (but not obligated) and authorized to execute an Assignment and Assumption Agreement on behalf of such Replaced Lender, and any such Assignment and Assumption Agreement so executed by the Administrative Agent and the Replacement Lender shall be effective for purposes of this Section 2.13 and Section 13.04 and (iii) in the case of any assignment resulting from clause (y) above, such assignment will result in a reduction in such compensation or payments thereafter. Upon the execution of the respective Assignment and Assumption Agreement, the payment of amounts referred to in clauses (i) and (ii) above, recordation of the assignment on the Register pursuant to Section 13.04 and, if so requested by the Replacement Lender, delivery to the Replacement Lender of the appropriate Note or Notes executed by the Borrower, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to

indemnification provisions under this Agreement (including, Sections 2.10, 2.11, 5.05, 12.07 and 13.01), which shall survive as to such Replaced Lender with respect to actions or occurrences prior to it ceasing to be a Lender hereunder.

2.14 Extended Term Loans.

(a) Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 2.14, the Borrower may at any time and from time to time request from all Lenders holding any Tranche of Term Loans (each, an "Existing Term Loan Tranche"), together with any related outstandings, be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or any portion of such Existing Term Loan Tranche (any such Term Loans which have been so converted, "Extended Term Loans")) and to provide for other terms consistent with this Section 2.14. In order to establish any Extended Term Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Term Lenders under the applicable Existing Term Loan Tranche) (each, an "Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which shall (x) be identical as offered to each Term Lender under the relevant Existing Term Loan Tranche (in each case, including as to the proposed interest rates and fees payable) and (y) have the same terms as the Existing Term Loan Tranche from which such Extended Term Loans are to be converted, except that: (i) all or any of the scheduled amortization payments of principal of the Extended Term Loans may be delayed to later dates than the scheduled amortization payments of principal of the Term Loans of such Existing Term Loan Tranche to the extent provided in the applicable Extension Amendment; (ii) [reserved]; (iii) the interest rate and fees on the Extended Term Loans (whether in the form of interest rate margin, upfront fees, original issue discount or otherwise) may be different than the interest rate and fees of such Existing Term Loan Tranche, to the extent provided in the applicable Extension Amendment; (iv) the Extension Amendment may provide for other covenants and terms that apply solely to any period after the Latest Maturity Date of the Term Loans that is in effect on the effective date of the applicable Extension Amendment (immediately prior to the establishment of such Extended Term Loans); (v) Extended Term Loans may have mandatory prepayment terms which provide for the application of proceeds from mandatory prepayment events to be made first to prepay the Term Loans under the Existing Term Loan Tranche from which such Extended Term Loans have been converted before applying any such proceeds to prepay such Extended Term Loans; (vi) Extended Term Loans may have optional prepayment terms (including call protection and terms which allow Term Loans under the relevant Existing Term Loan Tranche from which such Extended Term Loans have been converted to be optionally prepaid prior to the prepayment of such Extended Term Loans) as may be agreed by the Borrower and the Lenders thereof; and (vii) such Extended Term Loans may have other terms (other than those described in the preceding clauses (i) through (vi)) that differ from those of the Existing Term Loan Tranche, taken as a whole, that are not materially more favorable to the Lenders providing such Extended Term Loans than the provisions applicable to the Existing Term Loan Tranche. Any Extended Term Loans converted pursuant to any Extension Request shall be designated a series (each, an "Extension Series") of Extended Term Loans for all purposes of this Agreement; *provided* that, subject to the requirements set forth above, any Extended Term Loans converted from an Existing Term Loan Tranche may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any previously established Extension Series with respect to such Existing Term Loan Tranche.

(b) [reserved].

(c) The Borrower shall provide the applicable Extension Request at least five (5) Business Days (or such shorter period as to which the Administrative Agent may consent) prior to the date on which Lenders under the Existing Term Loan Tranche 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 purposes of this Section 2.14. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Tranche converted into Extended Term Loans pursuant to any Extension Request. Any Lender (each, an "Extending Lender") wishing to have all or a portion of its Loans or Commitments subject to such Extension Request converted into Extended Term Loans shall notify the Administrative Agent (each, an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Term Loans under the Existing Term Loan Tranche which it has elected to request be converted into Extended Term Loans (subject to any minimum denomination requirements imposed by the Administrative Agent). Any Lender that does not respond to the Extension Request on or prior to the date specified therein shall be deemed to have rejected such Extension Request. In no event shall the aggregate principal amount of Term Loans under the applicable Existing Term Loan Tranche be greater than the amount of Extended Term Loans requested pursuant to such Extension Request.

(d) Extended Term Loans shall be established pursuant to an amendment (each, an "Extension Amendment") to this Agreement among Borrower, the Administrative Agent and each Extending Lender providing an Extended Term Loan thereunder, which shall be consistent with the provisions set forth in Section 2.14(a) above (but which shall not require the consent of any other Lender). The Administrative Agent shall promptly notify each relevant Lender as to the effectiveness of each Extension Amendment. After giving effect to the Extension, the Loans so extended shall cease to be a part of the Tranche they were a part of immediately prior to the Extension.

(e) Extensions consummated by the Borrower pursuant to this Section 2.14 shall not constitute voluntary or mandatory payments or prepayments for purposes of this Agreement. The Administrative Agent and the Lenders hereby consent to each Extension and the other transactions contemplated by this Section 2.14 (including, for the avoidance of doubt, payment of any interest or fees in respect of any Extended Term Loans on such terms as may be set forth in the applicable Extension Request) and hereby waive the requirements of any provision of this Agreement (including, Sections 5.01, 5.02, 5.03, 13.02 or 13.06) or any other Credit Document that may otherwise prohibit any Extension or any other transaction contemplated by this Section 2.14; *provided* that such consent shall not be deemed to be an acceptance of any Extension Request.

(f) Each of the parties hereto hereby agrees that this Agreement and the other Credit Documents may be amended pursuant to an Extension Amendment, without the consent of any other Lenders, to the extent (but only to the extent) reasonably necessary to (i) reflect the existence and terms of any Extended Term Loans incurred established pursuant thereto, (ii) modify the scheduled repayments, if any, set forth herein with respect to any Existing Term Loan Tranche subject to an Extension Election to reflect a reduction in the principal amount of the Term Loans thereunder in an amount equal to the aggregate principal amount of the Extended Term Loans

converted pursuant to the applicable Extension (with such amount to be applied ratably to reduce scheduled repayments of such Term Loans required pursuant to the terms herein, (iii) [reserved], (iv) establish new Tranches in respect of Term Loans so extended and such technical amendments as may be necessary in connection with the establishment of such new Tranches, in each case, on terms consistent with this Section 2.14 and (v) effect such other amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.14, and each Lender hereby expressly authorizes the Administrative Agent to enter into any such Extension Amendment. In connection with any Extension, the Credit Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any Mortgage that has a maturity date prior to the Latest Maturity Date of the Term Loans so that such maturity date is extended to the Latest Maturity Date of the Term Loans (or such later date as may be advised by local counsel to the Administrative Agent), to the extent required pursuant to applicable local law.

2.15 Incremental Commitments.

(a) The Borrower may at any time and from time to time request one or more Lenders (or one or more Eligible Transferees who will become Lenders) to provide one or more additional Tranches of Incremental Term Loan Commitments (such Term Loans incurred in connection therewith, each, an "Incremental Term Loan" and, collectively, the "Incremental Term Loans" and, each, an "Incremental Facility" and collectively, the "Incremental Facilities") in an aggregate principal for all such Incremental Term Loans and Incremental Facilities not to exceed $25,000,000 (the "Incremental Cap") to the Borrower and, subject to the terms and conditions contained in this Agreement and in the relevant Incremental Amendment, provide commitments and/or make Loans pursuant thereto; it being understood and agreed, however, that (i) no Lender shall be obligated to provide an Incremental Facility as a result of any such request by the Borrower, (ii) any Lender (including any Eligible Transferee who will become a Lender) may so provide an Incremental Facility without the consent of any other Lender, (iii) each Incremental Facility shall be denominated in Dollars, (iv) the amount of any Incremental Facility made available pursuant to a given Incremental Amendment shall be in a minimum aggregate amount for all Lenders which provide such Incremental Facility thereunder (including Eligible Transferees who will become Lenders) of at least $[5,000,000], (v) the aggregate principal amount of any Loan or Commitment, as applicable, pursuant to an Incremental Facility on the date of the incurrence thereof shall not exceed the amount that may be incurred under the Incremental Cap on such date, (vi) the proceeds of all Incremental Facilities incurred by the Borrower may be used only to finance Permitted Acquisitions and other permitted Investments, (vii) the Borrower shall specifically designate, in consultation with the Administrative Agent, any Tranche of the Incremental Term Loan Commitments being provided thereunder (which Tranche shall be a new Tranche (i.e., not the same as any existing Tranche of Incremental Term Loans, Incremental Term Loan Commitments or other Term Loans), unless the requirements of Section 2.15(c) are satisfied), which designation shall be set forth in the applicable Incremental Amendment, (viii) if to be incurred as a new Tranche of Incremental Term Loans, such Incremental Term Loans shall have the same terms as each other Tranche of Term Loans as in effect immediately prior to the effectiveness of the relevant Incremental Amendment, except as to purpose (which is subject to the requirements of the preceding clause (vi)) and optional prepayment provisions and mandatory prepayment provisions (which are governed by Section 5.02; *provided* that each new Tranche of Incremental Term Loans shall be entitled to share in mandatory prepayments on a ratable basis

with the other Tranches of Term Loans (unless the holders of the Incremental Term Loans of any Tranche agree to take a lesser share of any such prepayments)); *provided*, *however*, that (I) the maturity and amortization of such Tranche of Incremental Term Loans may differ, so long as, such Tranche of Incremental Term Loans shall have (a) a Maturity Date of no earlier than the Term Loans Latest Maturity Date as of the date such Indebtedness was incurred and (b) a Weighted Average Life to Maturity of no less than the Weighted Average Life to Maturity as then in effect for the Tranche of then outstanding Term Loans with the then longest Weighted Average Life to Maturity, (II) the Effective Yield applicable to such Tranche of Incremental Term Loans may differ from that applicable to the then outstanding Tranches of Term Loans, with the Effective Yield applicable thereto to be specified in the respective Incremental Amendment; *provided*, *however*, that, [solely with respect to any Incremental Term Loan that is secured on a *pari passu* basis with the Initial Term Loans], if the Effective Yield for any such Incremental Term Loans exceeds the Effective Yield then applicable to any then outstanding Initial Term Loans by more than 0.50% *per annum*, the Applicable Margins for such then outstanding Initial Term Loans shall be increased as of such date so that the difference between the Effective Yield with respect to such new Incremental Term Loans and the corresponding Effective Yield on such then outstanding Initial Term Loans is equal to 0.50%; and (III) such Tranche of Incremental Term Loans may have other terms (other than those described in preceding clauses (I) and (II)) that may differ from those of other Tranches of Term Loans, including, without limitation, as to the application of optional or voluntary prepayments among the Incremental Term Loans and the existing Term Loans, in each case, taken as a whole, that are not materially more favorable to the lenders providing such Incremental Term Loans than the provisions applicable to the existing Term Loans or as are otherwise reasonably satisfactory to the Administrative Agent (at the Direction of the Required Lenders), (ix) all Incremental Term Loans (and all interest, fees and other amounts payable thereon) incurred by the Borrower shall be Obligations of the Borrower under this Agreement and the other applicable Credit Documents and shall be secured by the Security Agreement, and guaranteed under each relevant Guaranty,[4] on a *pari passu* basis with all other Loans secured by the Security Agreement and guaranteed under such Guaranty Agreement and shall not be secured by any assets that do not constitute Collateral for the outstanding Loans or be guaranteed by any guarantors that are not Credit Parties, (x) each Lender (including any Eligible Transferee who will become a Lender) agreeing to provide an Incremental Commitment pursuant to an Incremental Amendment shall, subject to the satisfaction of the relevant conditions set forth in this Agreement, make Incremental Term Loans under the Tranche specified in such Incremental Amendment as provided in Section 2.01(c) (with respect to Incremental Term Loans) and such Loans shall thereafter be deemed to be Incremental Term Loans under such Tranche, as applicable, for all purposes of this Agreement and the other applicable Credit Documents and (xi) all Incremental Commitment Requirements are satisfied.

(b) At the time of the provision of Incremental Commitments pursuant to this Section 2.15, the Borrower, the Administrative Agent and each such Lender (with the consent of the Administrative Agent (not to be unreasonably withheld or delayed) to the extent such consent, if any, would be required under Section 13.04(b) for an assignment of Loans to such Person) or other Eligible Transferee which agrees to provide an Incremental Commitment (each, an "Incremental Lender") shall execute and deliver to the Administrative Agent an Incremental

[4] NTD: Mechanics for junior lien or unsecured incremental term loans to be confirmed.

Amendment (which shall not require the consent of any other Lender), with the effectiveness of the Incremental Commitment provided therein to occur on the date on which (w) a fully executed copy of such Incremental Amendment shall have been delivered to the Administrative Agent, (x) all fees required to be paid in connection therewith at the time of such effectiveness shall have been paid (including, without limitation, any agreed upon upfront or arrangement fees owing to the Administrative Agent to the extent it served as the arranger for the Incremental Commitments), (y) all Incremental Commitment Requirements are satisfied, and (z) all other conditions set forth in this Section 2.15 shall have been satisfied. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Amendment, and at such time, (i) Schedule 2.01 shall be deemed modified to reflect the revised Incremental Commitments of the affected Lenders and (ii) to the extent requested by any Incremental Lender or Term Notes, as applicable, will be issued at Borrower's expense to such Incremental Lender, to be in conformity with the requirements of Section 2.05 (with appropriate modification) to the extent needed to reflect the new Incremental Loans and Incremental Commitments made by such Incremental Lender.

(c) Notwithstanding anything to the contrary contained above in this Section 2.15, the Incremental Term Loan Commitments provided by an Incremental Lender or Incremental Lenders, as the case may be, pursuant to each Incremental Amendment shall constitute a new Tranche, which shall be separate and distinct from the existing Tranches pursuant to this Agreement; *provided* that, with the consent of the Administrative Agent (at the Direction of the Required Lenders) (not to be unreasonably withheld, delayed or conditioned), the parties to a given Incremental Amendment may specify therein that the Incremental Term Loans made pursuant thereto shall constitute part of, and be added to, an existing Tranche of Term Loans, in any case so long as the following requirements are satisfied:

(i) the Incremental Term Loans to be made pursuant to such Incremental Amendment shall have the same Borrower, the same Maturity Date and the same Applicable Margins as the Tranche of Term Loans to which the new Incremental Term Loans are being added;

(ii) the new Incremental Term Loans shall have the same scheduled repayment dates, if any, as then remain with respect to the Tranche to which such new Incremental Term Loans are being added (with the amount of each scheduled repayment applicable to such new Incremental Term Loans to be the same (on a proportionate basis) as is theretofore applicable to the Tranche to which such new Incremental Term Loans are being added, thereby increasing the amount of each then remaining scheduled repayment of the respective Tranche proportionately); and

(iii) on the date of the making of such new Incremental Term Loans, and notwithstanding anything to the contrary set forth in Section 2.09, such new Incremental Term Loans shall be added to (and form part of) each Borrowing of outstanding Term Loans of the applicable Tranche on a *pro rata* basis (based on the relative sizes of the various outstanding Borrowings), so that each Lender holding Term Loans under the respective Tranche of Term Loans participates in each outstanding Borrowing of Term Loans of the respective Tranche (after giving effect to the incurrence of such new Incremental Term Loans pursuant to Section 2.01(b)) on a *pro rata* basis.

To the extent the provisions of the preceding clause (iii) require that Incremental Lenders making new Incremental Term Loans add such Incremental Term Loans to the then outstanding Borrowings of Term SOFR Loans of such Tranche, it is acknowledged that the effect thereof may result in such new Incremental Term Loans having irregular Interest Periods (i.e., an Interest Period that began during an Interest Period then applicable to outstanding Term SOFR Loans of such Tranche and which will end on the last day of such Interest Period), which irregular interest periods shall be permitted notwithstanding anything to the contrary in this Agreement. All determinations by the Administrative Agent of the Term SOFR, in such circumstances pursuant to the immediately preceding sentence shall, absent manifest error, be final and conclusive and binding on all parties hereto.

2.16 Inability to Determine Rates for Loans. Notwithstanding anything to the contrary herein or in any other Credit Document:

(i) Upon the occurrence of a Benchmark Transition Event, the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. 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 Credit 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 (and any such objection shall be conclusive and binding absent manifest error).

(ii) At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans. During the period referenced in the foregoing sentence, the component of Base Rate based upon the Benchmark will not be used in any determination of Base Rate.

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

(iv) The Administrative Agent will promptly notify Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 2.16(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.16(c).

(v) 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), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (B) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

2.17 Reserved.

2.18 Reserved.

2.19 Reserved.

Section 2.20 Reverse Dutch Auction Repurchases.

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

(i) each Auction shall be conducted in accordance with the procedures, terms and conditions set forth in this Section 2.20(a) and Schedule 2.20(a);[5]

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

(iii) the minimum principal amount (calculated on the face amount thereof) of all Term Loans that the Borrower offers to purchase in any such Auction shall

[5] NTD: In any event, auctions must be open to all lenders of the applicable class on a pro rata basis.

be no less than $[2,500,000] (unless another amount is agreed to by the Administrative Agent);

(iv) the Borrower shall not use the proceeds of any Revolving Borrowings or borrowing under the ABL Credit Agreement to finance any such repurchase; and

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

(b) The Borrower must terminate an Auction if it fails to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to such Auction. The Borrower may withdraw any Auction if the reply amounts are insufficient to complete the purchase of a minimum principal amount of the Term Loans designated in writing to the applicable Auction Manager by the Borrower (the "Minimum Purchase Condition"). The Borrower shall not have any liability to any Lender for any termination of such Auction as a result of its failure to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to the such Auction, or for any termination of such Auction as a result of the failure to satisfy the Minimum Purchase Condition, and any such failure shall not result in any Default or Event of Default hereunder. With respect to all purchases of Term Loans made pursuant to this Section 2.20, (x) the Borrower shall pay on the settlement date of each such purchase all accrued and unpaid interest (except to the extent otherwise set forth in the relevant offering documents), if any, on the purchased Term Loans up to the settlement date of such purchase and (y) such purchases (and the payments made therefor and the cancellation of the purchased Term Loans, in each case in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 5.01, 5.02 or 13.06. At the time of purchases of Term Loans pursuant to any Auction, the then remaining scheduled repayments, if any, shall be reduced by the aggregate principal amount (taking the face amount thereof) of Term Loans repurchased pursuant to such Auction, with such reduction to be applied to such scheduled repayments on a *pro rata* basis (based on the then remaining principal amount of each such scheduled repayment).

(c) The Administrative Agent and the Lenders hereby consent to the Auctions and the other transactions contemplated by this Section 2.20 (*provided* that no Lender shall have an obligation to participate in any such Auctions) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 5.01, 5.02 and 13.06 (it being understood and acknowledged that purchases of the Term Loans by the Borrower contemplated by this Section 2.20 shall not constitute Investments by such Person)) or any other Credit Document that may otherwise prohibit any Auction or any other transaction contemplated by this Section 2.20. The Auction Manager acting in its capacity as such hereunder shall be entitled to the benefits of the provisions of Section 12 and Section 13.01 *mutatis mutandis* as if each reference therein to the "Administrative Agent" were a reference to the Auction Manager, and the Administrative Agent and the Auction Manager shall cooperate in a reasonable manner in connection therewith.

2.21 Open Market Purchases.

(a) Notwithstanding anything to the contrary contained in this Agreement or any other Credit Document, the Borrower may, at any time and from time to time, make open market purchases (or purchases pursuant to privately negotiated transactions) (including on a non-*pro rata* basis) of Term Loans (each, an "Open Market Purchase"), so long as such open market purchases or purchases pursuant to privately negotiated transactions are offered to all Lenders of the relevant Tranche on a pro rata basis and the following conditions are satisfied:

(i) no Event of Default shall have occurred and be continuing on the date of such Open Market Purchase;

(ii) the Borrower shall not use the proceeds of any Revolving Borrowings or borrowing under the ABL Credit Agreement to finance any such purchase; and

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

(b) With respect to all purchases of Term Loans made pursuant to this Section 2.21, (x) the Borrower shall pay on the settlement date of each such purchase all accrued and unpaid interest, if any, on the purchased Term Loans up to the settlement date of such purchase (except to the extent otherwise set forth in the relevant purchase documents as agreed by the respective selling Lender) and (y) such purchases (and the payments made therefor and the cancellation of the purchased Term Loans, in each case in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 5.01, 5.02 or 13.06. At the time of purchases of Term Loans pursuant to any Open Market Purchase, the then remaining scheduled repayments, if any, shall be reduced by the aggregate principal amount (taking the face amount thereof) of Term Loans repurchased pursuant to such Open Market Purchase, with such reduction to be applied to such scheduled repayments on a *pro rata* basis (based on the then remaining principal amount of each such scheduled repayments).

(c) The Administrative Agent and the Lenders hereby consent to the Open Market Purchases contemplated by this Section 2.21 and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 5.01, 5.02 and 13.06 (it being understood and acknowledged that purchases of the Term Loans by the Borrower contemplated by this Section 2.21 shall not constitute Investments by such Person)) or any other Credit Document that may otherwise prohibit any Open Market Purchase by this Section 2.21.

2.22 Reserved.

2.23 Defaulting Lenders.

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

(i) Waivers and Amendments. 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 the definition of "Required Lenders" and Section 13.12.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 11 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 13.02 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 such Defaulting Lender to the Administrative Agent hereunder; *second*, 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 such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, 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 such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments hereunder. 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 pursuant to this Section 2.23(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with the Commitments, whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; 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 3. Reserved.

Section 4. Fees; Reductions of Commitment.

4.01 Fees.

(a) Administrative Agent Fees. The Borrower agrees to pay to the Administrative Agent, for its own account, the fees set forth in the Agency Fee Letter or such other fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(b) Upfront Amount. The Borrower agrees to pay to the Fronting Lender, for the pro rata benefit of the Term Lenders, an upfront amount equal to 3.00% of the Total Initial Term Loan Commitment (the "Upfront Amount"), which shall be paid in-kind on the Closing Date by capitalizing and adding the applicable portion of the Upfront Amount to the principal amount of the Initial Term Loans (and the Fronting Lender shall subsequently assign the Upfront Amount to the applicable Term Lenders pursuant to the Fronting Arrangement).

4.02 Reduction of Commitments.

(a) In addition to any other mandatory commitment reductions pursuant to this Section 4.02, the Total Initial Term Loan Commitment shall terminate in its entirety on the Closing Date after the funding of all Initial Term Loans on such date.

(b) In addition to any other mandatory commitment reductions pursuant to this Section 4.02, the Total Incremental Term Loan Commitment pursuant to an Incremental Amendment (and the Incremental Term Loan Commitment of each Lender with such a Commitment) shall terminate in its entirety on the Incremental Term Loan Borrowing Date for such Total Incremental Term Loan Commitment after the funding of all relevant Incremental Term Loans on such date.

(c) Each reduction to the Total Initial Term Loan Commitment and the Total Incremental Term Loan Commitment under a given Tranche pursuant to this Section 4.02 as provided above (or pursuant to Section 5.02) shall be applied proportionately to reduce the Initial Term Loan Commitment or the Incremental Term Loan Commitment under such Tranche, as the case may be, of each Lender with such a Commitment.

Section 5. Prepayments; Payments; Taxes.

5.01 Voluntary Prepayments.

(a) The Borrower shall have the right to prepay the Term Loans of any Tranche, without premium or penalty (other than as provided in Section 2.11 and Section 5.06), in whole or in part at any time and from time to time on the following terms and conditions: (i) the Borrower shall give the Administrative Agent at its Notice Office a Notice of Loan Prepayment (or telephonic notice promptly confirmed in writing) of its intent to prepay all of the Term Loans, or in the case of any partial prepayment, the Tranche of Term Loans to be prepaid, the amount of the Term Loans to be prepaid, the Types of Term Loans to be repaid, the manner in which such

prepayment shall apply to reduce the scheduled repayments of the Term Loans, if any, on a *pro rata* basis and, in the case of Term SOFR Loans, the specific Borrowing or Borrowings pursuant to which made, which notice shall be given by the Borrower (x) prior to 11:00 a.m. (New York City time) at least one Business Day prior to the date of such prepayment in the case of Term Loans maintained as Base Rate Loans and (y) prior to 11:00 a.m. (New York City time) at least two Business Days prior to the date of such prepayment in the case of Term SOFR Loans (or, in the case of clauses (x) and (y), such shorter period as the Administrative Agent shall agree in its sole and absolute discretion), and be promptly transmitted by the Administrative Agent to each of the Lenders; (ii) each partial prepayment of Term Loans pursuant to this Section 5.01(a) shall be in an aggregate principal amount of at least $[1,000,000] or such lesser amount as is acceptable to the Administrative Agent; *provided* that if any partial prepayment of Term SOFR Loans made pursuant to any Borrowing shall reduce the outstanding principal amount of Term SOFR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount applicable thereto, then if such Borrowing is a Borrowing of Term SOFR Loans, such Borrowing shall automatically be converted into a Borrowing of Base Rate Loans and any election of an Interest Period with respect thereto given by the Borrower shall have no force or effect; (iii) each prepayment pursuant to this Section 5.01(a) in respect of any Term Loans made pursuant to a Borrowing shall be applied *pro rata* among such Term Loans; *provided* that it is understood and agreed that this clause (iii) may be modified as expressly provided in Section 2.14 in connection with an Extension Amendment; and (iv) each prepayment of principal of Term Loans of a given Tranche pursuant to this Section 5.01(a) shall be applied as directed by the Borrower in the applicable Notice of Loan Prepayment delivered pursuant to this Section 5.01(a) or, if no such direction is given, in direct order of maturity. Notwithstanding anything to the contrary contained in this Agreement, any such Notice of Loan Prepayment pursuant to this Section 5.01(a) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including, but not limited to, the effectiveness of other credit facilities, the occurrence of a Change of Control or any similar event), in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) In the event (i) of a refusal by a Lender to consent to proposed changes, amendments, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders as (and to the extent) provided in Section 13.12(b) or (ii) any Lender becomes a Defaulting Lender, the Borrower may, upon three Business Days' prior written notice to the Administrative Agent at the Notice Office (or such shorter notice as may be agreed by the Administrative Agent) repay all Term Loans of such Lender, together with accrued and unpaid interest, Fees and other amounts owing to such Lender in accordance with, and subject to the requirements of, Section 13.12(b), so long as, in the case of any repayment pursuant to clause (i) hereof, the consents, if any, required under Section 13.12(b) in connection with the repayment pursuant to such clause (i) have been obtained. Each prepayment of any Term Loan pursuant to this Section 5.01(b) shall reduce the then remaining scheduled repayments of the applicable Tranche of Term Loans, if any, on a *pro rata* basis (based on the then remaining unpaid principal amounts of scheduled repayments of the respective Tranche after giving effect to all prior reductions thereto).

5.02 Mandatory Repayments.[6]

(a) The Borrower shall be required to repay to the Administrative Agent for the ratable account of the Lenders on the Initial Maturity Date for Initial Term Loans, the aggregate principal amount of all Initial Term Loans that remain outstanding on such date.

(b) In addition to any other mandatory repayments pursuant to this Section 5.02, the Borrower shall be required to make, with respect to each new Tranche (i.e., other than Initial Term Loans, which are addressed in the preceding clause (a)) of Term Loans to the extent then outstanding, scheduled amortization payments of such Tranche of Term Loans to the extent, and on the dates and in the principal amounts, set forth in the Incremental Term Loan Amendment or Extension Amendment applicable thereto.

(c) In addition to any other mandatory repayments pursuant to this Section 5.02, within one (1) Business Day following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any cash proceeds from any issuance or incurrence of Indebtedness (other than Indebtedness permitted to be incurred pursuant to Section 10.04), an amount equal to 100% of the Net Debt Proceeds therefrom shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h).

(d) In addition to any other mandatory repayments pursuant to this Section 5.02, within 10 days following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any Net Sale Proceeds from any Asset Sale (other than in respect of ABL Collateral), an amount equal to 100% of the Net Sale Proceeds therefrom, shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, *however*, with respect to an aggregate amount of no more than $[15,000,000] of such Net Sale Proceeds received by the Group Members in any fiscal year of the Borrower, such Net Sale Proceeds shall not be required to be so applied or used to make mandatory repayments of Term Loans and any required prepayment shall be only the amount in excess thereof. Notwithstanding the foregoing, the Borrower or such other Group Member may apply all or a portion of such Net Sale Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder to reinvest in the purchase of assets (excluding assets that constitute, or would constitute, ABL Collateral) useful in the business of the Borrower and the other Group Members within 12 months following the date of receipt of such Net Sale Proceeds; *provided*, *further*, that if within 12 months after the date of receipt by the Borrower or such other Group Members of such Net Sale Proceeds, the Borrower or such other Group Member has not so used all or a portion of such Net Sale Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder, an amount equal to the remaining portion of such Net Sale Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h) on the last day of such 12-month period.

(e) In addition to any other mandatory repayments pursuant to this Section 5.02, on each Excess Cash Flow Payment Date, an amount (such amount the "Excess Cash Flow Payment Amount") equal to the remainder of (i) the Applicable ECF Prepayment Percentage of

[6] NTD: Interplay between this Section and the corresponding section in the RCF Credit Agreement to be confirmed.

the Excess Cash Flow for the related Excess Cash Flow Payment Period *less* (ii) the aggregate amount of all Voluntary Pari Passu Debt Prepayments, *less* (iii) the portion of transaction costs and expenses related to clause (ii) above (to the extent not deducted in determining Consolidated Net Income), *less* (iv) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash that are required to be made in connection with any prepayment, buyback or redemption of Indebtedness pursuant to clause (ii) above, in each case of the foregoing clauses (ii) and (iii), made during the relevant Excess Cash Flow Payment Period, in each case, to the extent not financed with the proceeds of long-term Indebtedness (excluding ABL Revolving Loans, Revolving Loans and borrowings under any similar working capital facility permitted under Section 10.04), shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, that no prepayment shall be required with respect to any Excess Cash Flow Payment Period to the extent Excess Cash Flow for such period is equal to or less than $[5,000,000], and, in such case, the required prepayment shall be only the amount in excess thereof.

(f) In addition to any other mandatory repayments pursuant to this Section 5.02, within 10 days following each date on or after the Closing Date upon which the Borrower or any other Group Member receives any Net Insurance Proceeds from any Recovery Event (other than in respect of ABL Collateral), an amount equal to 100% of the Net Insurance Proceeds from such Recovery Event shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h); *provided*, *however*, with respect to an aggregate amount of no more than $[10,000,000] of such Net Insurance Proceeds received by the Borrower and the Group Members in any fiscal year of the Borrower, such Net Insurance Proceeds shall not give rise to a mandatory repayment and any required prepayment shall be only the amount in excess thereof. Notwithstanding the foregoing, the Borrower or such other Group Member may apply all or a portion of such Net Insurance Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder to reinvest in the purchase of assets (excluding assets that constitute, or would constitute, ABL Collateral) useful in the business of the Group Members within 12 months following the date of receipt of such Net Insurance Proceeds; *provided*, *further*, that if within 12 months after the date of receipt by the Borrower or such other Group Member of such Net Insurance Proceeds, the Borrower or such other Group Member has not so used all or a portion of such Net Insurance Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder, an amount equal to the remaining portion of such Net Insurance Proceeds that would otherwise be required to be applied as a mandatory repayment hereunder shall be applied as a mandatory repayment in accordance with the requirements of Sections 5.02(g) and (h) on the last day of such 12-month period.

(g) Each amount required to be applied pursuant to Sections 5.02(a), (c), (d), (e) and (f) in accordance with this Section 5.02(g) shall be applied to repay the outstanding principal amount of Term Loans, with each Tranche of then outstanding Term Loans to be allocated its Term Loan Percentage of each amount so required to be applied. Except as otherwise provided below, all repayments of outstanding Term Loans of a given Tranche pursuant to Sections 5.02(c), (d), (e) and (f) (and applied pursuant to this clause (g)) shall be applied to reduce the scheduled repayments, if any, of the applicable Tranche in direct order of maturity of such scheduled repayments.

(h) With respect to each repayment of Term Loans required by this Section 5.02, the Borrower may designate the Types of Term Loans of the applicable Tranche which are to be repaid and, in the case of Term SOFR Loans, the specific Borrowing or Borrowings of the applicable Tranche pursuant to which such Term SOFR Loans were made; *provided* that: (i) repayments of Term SOFR Loans pursuant to this Section 5.02 may only be made on the last day of an Interest Period applicable thereto unless all such Term SOFR Loans of the applicable Tranche with Interest Periods ending on such date of required repayment and all Base Rate Loans of the applicable Tranche have been paid in full; and (ii) each repayment of any Term Loans made pursuant to a Borrowing shall be applied *pro rata* among such Term Loans. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion.

(i) In addition to any other mandatory repayments pursuant to this Section 5.02, all then outstanding Term Loans of any Tranche of Term Loans shall be repaid in full in cash on the Maturity Date for such Tranche of Term Loans.

(j) [Reserved].

(k) The Borrower shall notify the Administrative Agent in writing of any mandatory repayment of Term Loans required to be made pursuant to Section 5.02 (c), (d), (e) or (f) at least three Business Days prior to the date of such repayment. Each such notice shall specify the date of such repayment and provide a reasonably detailed calculation of the amount of such repayment. The Administrative Agent will promptly notify the Lenders of the contents of the Borrower's Notice of Loan Prepayment and of such Lender's *pro rata* share of any repayment. Each Lender may reject all or a portion of its *pro rata* share of any mandatory repayment (such declined amounts, the "Initial Declined Proceeds") of Term Loans required to be made pursuant to Section 5.02(c), (d), (e) or (f) by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 P.M. (New York City time) on the Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such repayment (the "Rejection Notice Deadline"). Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory repayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver such Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans to which such Lender is otherwise entitled. On the first Business Day after the Rejection Notice Deadline, the Administrative Agent shall inform each Lender that did not deliver a Rejection Notice (each, an "Accepting Lender") of the amount of Initial Declined Proceeds, at which point each such Accepting Lender may elect to accept or reject all or a portion of its *pro rata share* of the Initial Declined Proceeds as a mandatory repayment by providing written notice (an "Excess Declined Proceeds Notice") to the Administrative Agent and the Borrower no later than 5:00 P.M. (New York City time) on the Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such repayment. Each such Excess Declined Proceeds Notice from an Accepting Lender shall specify the principal amount of the Initial Declined Proceeds to be accepted or rejected by such Accepting Lender. If an Accepting Lender fails to deliver such Excess Declined Proceeds Notice to the Administrative Agent within the time frame specified above or such Excess Declined Proceeds Notice fails to specify the principal amount of the Term Loans to be accepted, any such

failure will be deemed a rejection of the total amount of such portion of the Initial Declined Proceeds to which such Accepting Lender is otherwise entitled. All Initial Declined Proceeds that are rejected or deemed rejected by Accepting Lenders may be retained by the Borrower following compliance with the provisions hereof.

5.03 Reserved.

5.04 Method and Place of Payment.

(a) All payments under this Agreement and under any Note with respect to any Loans denominated in Dollars shall be made (i) to the Administrative Agent at its Notice Office for the account of the Lender or Lenders entitled thereto, or, except as otherwise specifically provided herein, directly to such Lender or Lenders, in each case, not later than 2:00 p.m. (New York City time) on the date when due (or, in connection with any prepayment of all outstanding Term Loans, such later time on the specified prepayment date as the Administrative Agent (acting at the Direction of the Required Lenders) may agree), (ii) in Dollars in immediately available funds and (iii) free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Without limiting the generality of the foregoing, the Administrative Agent (acting at the Direction of the Required Lenders) may require that any payments due under this Agreement be made in the United States. Any payment received after such time on such date referred to in the first sentence of this Section 5.04 shall, at the option of the Administrative Agent (acting at the Direction of the Required Lenders), be deemed to have been received on the next Business Day. Whenever any payment to be made hereunder or under any Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension. Unless the Administrative Agent shall have received notice from Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

(b) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 12.07 are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 12.07 on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 12.07.

5.05 Net Payments.

(a) All payments made by or on account of any Credit Party under any Credit Document shall be made free and clear of, and without deduction or withholding for, any Taxes, except as required by applicable Requirements of Law. If any Taxes are required to be withheld or deducted in respect of any such payments, then the Credit Parties jointly and severally agree that (i) to the extent such deduction or withholding is on account of an Indemnified Tax or Other Tax, the sum payable by the applicable Credit Party shall be increased as necessary so that after

all required deductions or withholdings (including deduction or withholdings applicable to additional sums payable under this Section 5.05) have been made by the applicable withholding agent, the applicable Lender (or, in the case of payments made to 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 or withholdings been made, (ii) the applicable withholding agent will make such deductions or withholdings, and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Requirements of Law. In addition, the Credit Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law. The Credit Parties will furnish to the Administrative Agent, as soon as reasonably practicable, and in any event within 45 days after the date the payment by any of them of any Taxes pursuant to this Section 5.05 is due pursuant to applicable Requirements of Law, certified copies of tax receipts evidencing such payment by the applicable Credit Party, or other evidence of such payment reasonably satisfactory to the Administrative Agent. Without duplication of amounts compensated pursuant to the other provisions of this Section 5.05, the Credit Parties shall jointly and severally indemnify and hold harmless the Administrative Agent and each Lender, and reimburse the Administrative Agent and each Lender, within 10 Business Days of written request therefor, for the amount of any Indemnified Taxes or Other Taxes (including any Indemnified Taxes or Other Taxes imposed on amounts payable under this Section 5.05) payable or paid by the Administrative Agent or such Lender or required to be withheld or deducted from a payment to the Administrative Agent or such Lender, and any reasonable out-of-pocket 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 as to the amount of such payment or liability delivered by a Lender or by the Administrative Agent on behalf of a Lender shall be conclusive absent manifest error.

(b) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Credit Document 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 reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or a reduced rate of, withholding Tax. In addition, 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 other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether such Lender is subject to backup withholding or information reporting requirements. Each Lender shall, whenever a lapse in time or change in circumstances renders any such documentation form or certification it previously delivered to the Borrower and the Administrative Agent expired, obsolete or inaccurate in any 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. Notwithstanding anything to the contrary in this Section 5.05(b), the completion, execution and submission of such documentation (other than such documentation set forth in clauses (x)(i)–(iv), (y) and (z) of Section 5.05(c)) 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.

(c) Without limiting the generality of the foregoing: (x) each Lender that is not a U.S. Person shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent on or prior to the Closing Date or, in the case of a Lender that is an assignee or transferee of an interest under this Agreement pursuant to Section 2.13 or 13.04(b) (unless the relevant Lender was already a Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such Lender, and in each case from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent, whichever of the following is applicable: (i) a duly executed IRS Form W-8BEN or W-8BEN-E claiming the benefits of an income tax treaty to which the United States is a party; (ii) a duly executed original of IRS Form W-8ECI; (iii) in the case of such a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit C-1 to the effect that such Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower, as described in Section 881(c)(3)(C) of the Code and that no payments under any Credit Documents are effectively connected with such Lender's conduct of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (B) a duly executed IRS Form W-8BEN or W-8BEN-E; (iv) to the extent such Lender is not the beneficial owner (for example, where the Lender is a partnership or a participating Lender), a duly executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or Exhibit C-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the applicable Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Lender are claiming the portfolio interest exemption, such Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-4 on behalf of such direct or indirect partner(s); (v) any other documentation prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly executed, together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; (y) each Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), a duly executed IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax; and (z) if any payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 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 applicable Requirements of Law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable Requirements of 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 or the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's

obligations under FATCA and to determine, if necessary, the amount to deduct and withhold from such payment. Solely for purposes of this Section 5.05(c)(z), "FATCA" shall include any amendment made to FATCA after the Closing Date.

Each Lender authorizes the Administrative Agent to deliver to the Borrower and to any successor Administrative Agent any documentation provided by the Lender to the Administrative Agent pursuant to Section 5.05(b) or this Section 5.05(c).

Notwithstanding any other provision of this Section 5.05, a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(d) If the Administrative Agent or any 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 Credit Parties or with respect to which a Credit Party has paid additional amounts pursuant to Section 5.05(a), it shall pay to the relevant Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under Section 5.05(a) with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses, including any Taxes, of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the relevant Credit Party, upon the request of the Administrative Agent or such Lender, shall repay the amount paid over to such Credit Party (*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. Notwithstanding anything to the contrary in this Section 5.05(d), in no event will the Administrative Agent or any Lender be required to pay any amount to any Credit Party pursuant to this Section 5.05(d) to the extent such payment would place the Administrative Agent or such Lender in a less favorable position (on a net after-Tax basis) than such party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. Nothing in this Section 5.05(d) shall be construed to obligate the Administrative Agent or any Lender to disclose its Tax returns or any other information regarding its Tax affairs or computations to any Person or otherwise to arrange its Tax affairs in any manner other than as it determines in its sole discretion.

(e) [reserved].

(f) On or prior to the date it becomes a party to this Agreement, the Administrative Agent shall deliver to the Borrower either (i) two duly completed originals of IRS Form W-9, or (ii) if the Administrative Agent is not a U.S. Person (a) two duly completed originals of IRS Form W-8ECI with respect to payments to be received under the Credit Documents for its own account and (b) with respect to payments received on account of any Lender, two duly completed originals of IRS Form W-8IMY evidencing its agreement with the Borrower to be treated as a U.S. Person for U.S. federal withholding Tax purposes and assuming primary responsibility for U.S. federal income Tax withholding. Notwithstanding anything to the contrary in this Section 5.05(f), the Administrative Agent shall not be required to deliver any documentation

pursuant to this Section 5.05(f) that the Administrative Agent is not legally eligible to deliver as a result of a Change in Law after the Closing Date.

(g) The agreements in this Section 5.05 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.

5.06 Prepayment Premium.

(a) Solely in the event of the occurrence of any Prepayment Premium Triggering Event described in clauses (A), (B), (C) or (D) of such definition, the Credit Parties shall pay to the Administrative Agent, for the ratable account of each Lender holding Initial Term Loans, a premium equal to (i) if the Prepayment Premium Triggering Event occurs after the date that is ninety (90) days after the Closing Date and on or prior to the date that is twelve (12) months after the Closing Date, the Make-Whole Amount with respect to the aggregate principal amount of Initial Term Loans subject to such Prepayment Premium Triggering Event, (ii) if the Prepayment Premium Triggering Event occurs on or after the date that is twelve (12) months after the Closing Date and prior to the date that is twenty-four (24) months after the Closing Date, 1.00% of the aggregate principal amount of Initial Term Loans subject to such Prepayment Premium Triggering Event, and (iii) if the Prepayment Premium Triggering Event occurs on or after the date that is twenty-four (24) months after the Closing Date, 0.00% of the aggregate principal amount of Initial Term Loans subject to such Prepayment Premium Triggering Event (such amounts referred to in this paragraph, the "Prepayment Premium").

(b) The Prepayment Premium shall be due and payable on the date of each such Prepayment Premium Triggering Event. It is understood and agreed that if the Obligations are accelerated (including pursuant to Section 11 as a result of any Event of Default, by operation of law or otherwise), the Prepayment Premium shall also be due and payable on such date and such Prepayment Premium shall constitute part of the Obligations. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Lender's lost profits as a result thereof, the Prepayment Premium payable above shall be presumed to be the liquidated damages sustained by each Lender as the result of the early repayment of the Initial Term Loans hereunder and the Credit Parties agree that it is reasonable under the circumstances currently existing. The Prepayment Premium shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). EACH OF THE CREDIT PARTIES HEREBY EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE PREPAYMENT PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION OR OTHERWISE. Each of the Credit Parties expressly agrees (to the fullest extent that each may lawfully do so) that: (A) the Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Prepayment 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 Credit Parties giving specific consideration in this transaction for such agreement to pay the Prepayment Premium; and (D) each of the Credit Parties shall be estopped hereafter from claiming

differently than as agreed to in this Section 5.06. Each of the Credit Parties expressly acknowledges that its agreement to pay the Prepayment Premium to the Lenders as herein described is a material inducement to the Lenders to provide the Initial Term Loans.

(c) Any provision of this Section 5.06 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Section 5.06, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6. Conditions Precedent to Credit Events on the Closing Date.

The obligation of each Lender (including the Fronting Lender) to fund any Loans on the Closing Date is subject at the time of the making of such Loans to the satisfaction (or waiver by the Required Lenders) of the following conditions:

6.01 Credit Agreement. On the Closing Date, Holdings and the Borrower shall have executed and delivered to the Administrative Agent a counterpart of this Agreement.

6.02 Reserved.

6.03 Opinions of Counsel. On the Closing Date, the Administrative Agent shall have received from (i) Milbank LLP, special New York counsel to the Credit Parties, [(ii) local counsel to the Credit Parties listed on Schedule 6.03 hereto] and (iii) Maples and Calder (Cayman) LLP, special Cayman Islands counsel to Cayman Holdings and the Cayman Borrower, customary opinions addressed to the Administrative Agent and each of the Lenders and dated the Closing Date, in each case in form and substance reasonably satisfactory to the Required Lenders.

6.04 Corporate Documents; Proceedings, etc.

(a) On the Closing Date, the Administrative Agent shall have received a certificate from each (i) U.S. Credit Party, dated the Closing Date, signed by the secretary or assistant secretary of such U.S. Credit Party, and attested to by a Responsible Officer of such U.S. Credit Party, with appropriate insertions, together with copies of the certificate or articles of incorporation and by-laws or certificate of registration and limited liability company agreement (or equivalent organizational or formation documents), as applicable, of such U.S. Credit Party and the resolutions of the governing body of such U.S. Credit Party referred to in such certificate, and each of the foregoing shall be in customary form with the certification as to the satisfaction of the conditions in Sections 6.14 and 6.18 and (ii) each Credit Party formed and/or registered in the Cayman Islands, dated the Closing Date, signed by the manager or a Responsible Officer of such Credit Party, with appropriate insertions, together with copies of the certificate or articles of incorporation and by-laws or certificate of registration and limited liability company agreement, section 5 statement and section 8 statement(s) (if any) (or equivalent organizational or formation documents), as applicable, of such Credit Party, and the resolutions of the manager of such Credit Party referred to in such certificate, and each of the foregoing shall be in customary form with the certification as to the satisfaction of the conditions in Sections 6.14 and 6.18.

(b) The Administrative Agent shall have received good standing certificates (or equivalent evidence) and, if applicable, bring-down letters or facsimiles, if any, for the Credit Parties from their respective jurisdictions of incorporation, organization or formation (as applicable) which the Administrative Agent (acting at the Direction of the Required Lenders) reasonably may have requested.

6.05 USS Intercompany Credit Agreement Amendment. The Credit Parties shall have entered into an amendment to the USS Intercompany Credit Agreement in form and substance reasonably satisfactory to the Required Lenders.

6.06 USS ABL Credit Agreement. The Credit Parties shall have entered into the USS ABL Credit Agreement, in form and substance reasonably satisfactory to the Required Lenders.

6.07 USS Revolver Credit Agreement. The Credit Parties shall have entered into the USS Revolver Credit Agreement, in form and substance reasonably satisfactory to the Required Lenders.

6.08 Intercreditor Agreements. On the Closing Date, each Credit Party shall have executed and delivered an acknowledgment to each of the USS ABL Intercreditor Agreement and the USS Revolver Intercreditor Agreement, which intercreditor agreements shall be in form and substance reasonably satisfactory to the Required Lenders.

6.09 Security Agreement. On the Closing Date, subject to Section 9.13, each Credit Party shall have executed and delivered to the Collateral Agent the Security Agreement substantially in the form of Exhibit G (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "Security Agreement") covering all of such Credit Party's present and future Collateral referred to therein, and shall have delivered to the Collateral Agent:

(i) proper financing statements (Form UCC-1 or the equivalent) authorized for filing under the UCC and filings with the United States Patent and Trademark Office and United States Copyright Office, if applicable, or other appropriate filing offices of each U.S. national or state jurisdiction as may be required to perfect the security interests purported to be created by the Security Agreement (except to the extent expressly not required by the Security Agreement);

(ii) all of the Pledged Collateral (including the USS Intercompany Loan), if any, referred to in the Security Agreement and then owned by such Credit Party together with executed and undated endorsements for transfer in the case of Pledged Collateral constituting certificated securities and all other documents and instruments required to perfect the security interest of the Collateral Agent in the Collateral (except to the extent expressly not required by the Security Agreement);

(iii) [certified copies of a recent date of requests for information or copies (Form UCC-1), or equivalent reports as of a recent date, listing all effective financing statements that name Borrower or any other Credit Party as debtor and that are filed in their respective jurisdictions of organization or other appropriate locations

reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders)]; and

(iv) an executed Perfection Certificate.

6.10 Guaranty Agreement. On the Closing Date, each Guarantor shall have executed and delivered the Guaranty Agreement substantially in the form of Exhibit H (as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "Guaranty Agreement").

6.11 Confirmation and Effectiveness of Bankruptcy Plan. The confirmation order with respect to the Bankruptcy Plan shall be entered in form and substance reasonably satisfactory to the Required Lenders (and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required Lenders) and the effective date of the Bankruptcy Plan shall have occurred.

6.12 Solvency Certificate. On the Closing Date, the Administrative Agent shall have received a solvency certificate from the chief financial officer or another officer with equivalent duties of the Borrower substantially in the form of Exhibit I.

6.13 Fees, etc. On or prior to the Closing Date, the Borrower shall have paid all reasonable and documented out-of-pocket fees and expenses of the Administrative Agent and the Lenders relating to the Transactions, limited in the case of professional fees and expenses to the reasonable and documented out-of-pocket fees and expenses of the Designated Advisors, in each case, to the extent invoiced at least one (1) Business Day prior to the Closing Date.

6.14 Representations and Warranties. On and as of as of the Closing Date, each of the representations and warranties made by any Credit Party set forth in Section 8 hereof or in any other Credit Document shall be true and correct in all material respects (without duplication of any materiality standard set forth in any such representation or warranty).

6.15 Patriot Act. The Administrative Agent shall have received from the Credit Parties, at least three Business Days prior to the Closing Date, all documentation and other information in connection with applicable Anti-Money Laundering Laws, including "know your customer" rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, and applicable Sanctions in each case to the extent reasonably requested in writing at least seven Business Days prior to the Closing Date.

6.16 Notice of Borrowing. Prior to the making of any Loan on the Closing Date, the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.03.

6.17 Officer's Certificate. On the Closing Date, the Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions in Sections 6.14 and 6.18; provided that such certifications may be contained in the certificates required to be delivered pursuant to Section 6.04(a).

6.18 No Default. No Default or Event of Default exists or would immediately result from the making of the Loans or from the application of the proceeds therefrom.

6.19 Restructuring Support Agreement; Milestones. The Restructuring Support Agreement shall be in full force and effect and the Debtors are in compliance with the Restructuring Support Agreement of the Closing Date, and the conditions to the Restructuring (as defined in the Restructuring Support Agreement) as set forth in the Restructuring Support Agreement, including, without limitation, the consummation of the Equity Rights Offering (as defined in the Bankruptcy Plan), shall have been satisfied or waived in accordance with the terms thereof.

6.20 Bankruptcy Court Approvals. The Bankruptcy Court shall have approved (i) this Agreement and the other Credit Documents, in form and substance reasonably satisfactory to the Required Lenders and (ii) all actions to be taken, undertakings to be made and obligations to be incurred by the Debtors in connection with this Agreement and all liens and other security to be granted by the Debtors in connection with this Agreement and any other Credit Document (all such approvals to be evidenced by the entry of an order by the Bankruptcy Court which is in full force and effect and has not been stayed or modified (without the consent of the Required Lenders) and is reasonably satisfactory in form and substance to the Required Lenders in their discretion, which order shall, among other things, approve the payment by the Debtors of all of the fees provided herein and in the other Credit Documents.

6.21 No Material Adverse Change. Since the Petition Date, there has not been (i) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development, circumstance or occurrence, has had or would reasonably be expected to have a material and adverse effect on the financial condition, business, assets, liabilities or results of operations of the Borrower or (ii) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development, circumstance or occurrence, has had or would reasonably be expected to have a material and adverse effect on (A) the ability of the Credit Parties, taken as a whole, to perform their obligations under this Agreement or any other Credit Document or (B) the ability of the Collateral Agent and/or the Lenders to enforce their rights and remedies under this Agreement or any other Credit Document, in each case, other than the pendency of the Chapter 11 Cases and the consequences thereof.

6.22 Consents and Approvals. All material governmental and third party consents and approvals necessary in connection with this Agreement and the transactions contemplated hereby have been obtained and remain in effect; and the making of the Loans hereunder shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

Section 7. Reserved.

Section 8. Representations, Warranties and Agreements.

In order to induce the Lenders to enter into this Agreement and to make the Loans, the Borrower (and, solely with respect to Sections 8.01, 8.02, 8.03, 8.04, 8.11 and 8.16 and solely with

respect to itself, Holdings), makes the following representations and warranties, in each case after giving effect to the Transaction.

8.01 Organizational Status. Each of the Borrower, Holdings and each other Group Member (i) is a duly organized, formed, registered or incorporated (as applicable) and validly existing corporation, partnership, limited liability company or other applicable business entity, as the case may be, in good standing (to the extent such concept is applicable) under the laws of the jurisdiction of its organization, formation, registration or incorporation, (ii) has the requisite corporate, partnership, limited liability company or other applicable business entity power and authority, as the case may be, to own its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is, to the extent such concepts are applicable under the laws of the relevant jurisdiction, duly qualified and is authorized to do business and is in good standing in each jurisdiction where the ownership of its property or the conduct of its business requires such qualifications except for failures to be so qualified which, individually and in the aggregate would not reasonably be expected to have a Material Adverse Effect.

8.02 Power and Authority; Enforceability. Each Credit Party has the corporate, partnership, limited liability company or other applicable business entity power and authority, as the case may be, to execute, deliver and perform the terms and provisions of each of the Credit Documents to which it is party and has taken all necessary corporate, partnership, limited liability company or other applicable business entity action, as the case may be, to authorize the execution, delivery and performance by it of each of such Credit Documents. Each Credit Party has duly executed and delivered each of the Credit Documents to which it is party, and each of such Credit Documents constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and by equitable principles (regardless of whether enforcement is sought in equity or at law). Each of Holdings and the Borrower has the full power to enter into, exercise its rights and perform its obligations under this Agreement and the other Credit Documents to which it is a party.

8.03 No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (i) will contravene any provision of any Requirement of Law, (ii) will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Security Documents) upon any of the property or assets of any Credit Party pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case to which any Credit Party is a party or by which it or any of its property or assets is bound or to which it may be subject (in the case of the preceding clauses (i) and (ii), other than in the case of any contravention, breach, default and/or conflict, in each case, that would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect) or (iii) will violate any provision of the certificate or articles of incorporation, certificate of registration, limited liability company agreement or by-laws (or equivalent organizational or formation documents), as applicable, of any Credit Party.

8.04 Approvals. Except to the extent the failure to obtain or make the same would not reasonably be expected to have a Material Adverse Effect, no applicable order, consent, approval,

license, authorization or validation of, or filing, recording or registration with (except for (x) those that have otherwise been obtained or made on or prior to the Closing Date and which remain in full force and effect on the Closing Date and (y) filings, approvals or consents which are necessary to perfect the security interests created under the Security Documents), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to be obtained or made by, or on behalf of, any Credit Party to authorize, or is required to be obtained or made by, or on behalf of, any Credit Party in connection with, the execution, delivery and performance of any Credit Document.

8.05 Financial Condition.

(a) [Reserved].

(b) On the Closing Date, the Borrower and the other Group Members, on a consolidated basis, are Solvent after giving effect to the consummation of the Transaction.

(c) [Reserved].

(d) Since the Closing Date there has been no change, event or occurrence that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

8.06 Litigation. Except for the Chapter 11 Cases and any claims, causes of action, adversary proceedings or other litigation brought in connection with the Chapter 11 Cases, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower or the Group Representative, threatened in writing (i) with respect to the Transaction or any Credit Document or (ii) that either individually or in the aggregate, have had, or would reasonably be expected to have, a Material Adverse Effect.

8.07 True and Complete Disclosure.

(a) All written information (other than information consisting of statements, estimates, forecasts and projections, as to which no representation, warranty or covenant is made) that has been or will be made available to the Administrative Agent or any Lender by any Credit Party or any representative of a Credit Party at its direction and on its behalf in connection with this Agreement, the other Credit Documents or any transaction contemplated herein or therein, when taken as a whole and after giving effect to all supplements thereto, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in each case in light of the circumstances under which such statements are made, not materially misleading.

(b) [Reserved].

8.08 Use of Proceeds; Margin Regulations.

(a) All proceeds of the Initial Term Loans incurred on the Closing Date will be used by the Borrower to (i) pay Transaction Costs, (ii) to refinance in full any outstanding Loans

(as defined in the Existing DIP Credit Agreement), which may be effectuated via a cashless deemed refinancing of the Loans (as defined in the Existing DIP Credit Agreement),[7] (iii) to refinance any outstanding First-Out Revolving Loans, First-Out Term Loans, First-Out Notes and ABL Revolving Loans (each as defined in the Restructuring Support Agreement), which may be effectuated, if applicable, via a cashless deemed refinancing, (iv) to pay the Amended Term Loan (as defined in the Restructuring Support Agreement) cash payment and to fund other distributions under the Bankruptcy Plan and (v) for working capital and general corporate purposes of the Credit Parties.

(c) All proceeds of Incremental Term Loans will be used for the purpose set forth in Section 2.15(a).

(d) (i) No part of any Borrowing (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. (ii) Neither the making of any Term Loan nor the use of the proceeds thereof nor the occurrence of any other Borrowing will violate the provisions of Regulations U or X of the Board of Governors of the Federal Reserve System.

(e) The Borrower will not request any Borrowing, and the Borrower shall not use, and shall procure that any Group Member and its or their respective directors, officers, employees and, to the knowledge of the Borrower, agents shall not use, the proceeds of any Borrowing (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws or (B) for the purpose of funding, financing or facilitating any activities, business or transaction with any Person, or in any jurisdiction, (i) that, at the time of such funding, financing, or facilitating, is a Sanctioned Person or Sanctioned Country, (ii) in violation of applicable Anti-Corruption Laws or Anti-Money Laundering Laws or (iii) otherwise in any manner that is in violation of, or would cause a violation by any party hereto of Sanctions.

8.09 Tax Matters. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) the Borrower and each other Group Member has timely filed or caused to be timely filed with the relevant Governmental Authority all Tax returns, statements, forms and reports for Taxes (the "Returns") required to have been filed by, or with respect to the income, properties or operations of, the Borrower and/or any other Group Member (in each case, including in its capacity as a withholding agent), (ii) the Returns accurately reflect all liability for Taxes of the Borrower and each other Group Member for the periods covered thereby, and (iii) the Borrower and each other Group Member have paid all Taxes due and payable by them, other than those that are being contested in good faith by appropriate proceedings and fully provided for as a reserve on the financial statements of the Borrower and the other Group Members in accordance with U.S. GAAP. There is no action, suit, proceeding, audit or claim now pending and, to the knowledge of the Borrower, there is no action, suit, proceeding, audit or claim threatened in writing by any relevant Governmental Authority or ongoing investigation by any relevant Governmental Authority, in each case, regarding any Taxes relating to the Borrower or any other Group Member that is reasonably likely to be adversely determined, and, if adversely

[7] NTD: Cashless roll mechanic to be confirmed, if applicable.

determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

8.10 ERISA.

(a) No ERISA Event has occurred or is reasonably expected to occur that would reasonably be expected to result in a Material Adverse Effect. Each Plan maintained by the Borrower or a Group Member is in compliance in form and operation with its terms and with the applicable provisions of ERISA, the Code and other applicable law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, each Plan maintained by the Borrower or a Group Member (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service, is in the form of a prototype document that is the subject of a favorable opinion letter or has time remaining under applicable law to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter.

(b) There exists no Unfunded Pension Liability with respect to any Plan, except as would not reasonably be expected to have a Material Adverse Effect.

(c) There are no actions, suits or claims pending against or involving a Plan maintained by the Borrower or a Group Member (other than routine claims for benefits) or, to the knowledge of the Borrower or any other Group Member, threatened, which would reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(d) Each Group Member, to the knowledge of the Borrower, any ERISA Affiliate have made all material contributions to or under each Plan and Multiemployer Plan required by law within the applicable time limits prescribed thereby, the terms of such Plan or Multiemployer Plan, respectively, or any contract or agreement requiring contributions to a Plan or Multiemployer Plan except where any failure to comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

8.11 The Security Documents.

(a) The provisions of the Security Agreement are effective to create in favor of the Collateral Agent for the benefit of the Secured Creditors a legal, valid and enforceable security interest (except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws or by equitable principles (regardless of whether enforcement is sought in equity or at law)) in all right, title and interest of the Credit Parties in the Collateral (as described in the Security Agreement), and upon (i) the timely and proper filing of financing statements listing each applicable Credit Party, as a debtor, and the Collateral Agent, as secured party, in the secretary of state's office (or other similar governmental entity) of the jurisdiction of organization, formation and/or registration of such Credit Party, (ii) the receipt by the Collateral Agent of all Instruments, Chattel Paper and certificated pledged Equity Interests that constitute "securities" governed by Article 8 of the New York UCC, in each case constituting Collateral in suitable form for transfer by delivery or accompanied by instruments of transfer or assignment duly executed in blank, (iii) sufficient identification of commercial tort claims (as applicable), (iv) execution of a control

agreement establishing the Collateral Agent's "control" (within the meaning of the New York UCC) with respect to any deposit account (as applicable), (v) the recordation of the Patent Security Agreement, if applicable, and the Trademark Security Agreement, if applicable, in the respective form attached to the Security Agreement, in each case in the United States Patent and Trademark Office and (vi) the recordation of the Copyright Security Agreement, if applicable, in the form attached to the Security Agreement with the United States Copyright Office, the Collateral Agent, for the benefit of the Secured Creditors, has (to the extent provided in the Security Agreement) a fully perfected security interest in all right, title and interest in all of the Collateral (as described in the Security Agreement), subject to no other Liens other than Permitted Liens, in each case, to the extent perfection can be accomplished under applicable law through these actions.

(b) Upon delivery in accordance with Sections 9.12, each Mortgage will create, as security for the obligations purported to be secured thereby, a valid, enforceable (except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and by equitable principles (regardless of whether enforcement is sought in equity or at law)) and, upon recordation in the appropriate recording office, perfected security interest in and mortgage lien on the respective Mortgaged Property in favor of the Collateral Agent (or such other trustee as may be required or desired under local law) for the benefit of the Secured Creditors, superior and prior to the rights of all third Persons (except as may exist pursuant to the Permitted Encumbrances related thereto) and subject to no other Liens (other than Permitted Liens related thereto).

8.12 Properties. All Material Real Property owned by any Credit Party as of the Closing Date, and the nature of the interest therein, is correctly set forth on Schedule 8.12. The Borrower and each of the Group Guarantors has good and marketable title or valid leasehold interest in the case of Real Property, including Material Real Property, and good and valid title in the case of tangible personal property, to all material tangible properties owned by it, free and clear of all Liens, other than Permitted Liens, except where the failure to have such title or interests would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the use or operation of such Real Property or personal property necessary for the ordinary conduct of the Group Members' business, taken as a whole.

8.13 Capitalization. As of the Closing Date, after giving effect to the consummation of the Transaction, all membership interests in the Borrower and each of its Subsidiaries have been duly and validly issued and no capital contributions are required to be made with respect to such membership interests and such membership interests are non-assessable (other than any assessment on the members of the Borrower or its Subsidiaries that may be imposed as a matter of law) and are owned by (i) Holdings, with respect to the membership interests in the Borrower and (ii) a Credit Party, with respect to the shares of any other Credit Party. The Borrower and each of its Subsidiaries has no membership interests, shares or capital stock or other securities convertible into or exchangeable for its membership interests, shares or capital stock or any rights to subscribe for or to purchase, or any options for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its membership interests, shares or capital stock.

8.14 Subsidiaries. On and as of the Closing Date and after giving effect to the consummation of the Transaction, Holdings has no Subsidiaries other than those Subsidiaries listed on Schedule 8.14. Schedule 8.14 correctly sets forth, as of the Closing Date and after giving effect

to the Transaction, the percentage ownership (direct and indirect) of Holdings in each class of capital stock of each of its Subsidiaries and also identifies the direct owner thereof.

8.15 Compliance with Statutes, Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.

(a) Each Group Member is in compliance with all applicable statutes, regulations and orders, and all applicable restrictions imposed by, governmental bodies or courts, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such noncompliances as, individually and in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. The Borrower will not directly (or knowingly indirectly) use the proceeds of the Initial Term Loans to violate or engage in conduct that would result in a violation of any such applicable statutes, regulations, orders or restrictions referred to in the immediately preceding sentence.

(b) The Group Representative has implemented and maintains in effect policies and procedures designed to promote and achieve material compliance by the Group Members and their respective directors, officers, employees and agents (in each case, acting in such capacity) with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. The Group Members and their respective directors and officers and, to the knowledge of the Group Representative, their respective employees and agents (in each case, acting in such capacity) are in compliance in all material respects with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions. None of the Group Members or any of their respective directors, officers or employees, or, to the knowledge of the Borrower, any agent of the Group Members that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Group Member (a) had, during the past five (5) years, or has assets located in any Sanctioned Country, or (b) derived, during the past five (5) years, or derives revenue from, or engaged, during the past five (5) years, or engages in, investments, dealings, activities, business or transactions involving or with any Sanctioned Country or Sanctioned Person.

8.16 Investment Company Act. No Group Member is an "investment company" within the meaning of the Investment Company Act of 1940, as amended, required to be registered as such.

8.17 Reserved.

8.18 Environmental Matters. Except for any matters that, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect: (a) each Group Member and each of their respective facilities and operations are in compliance with all applicable Environmental Laws and the requirements of any permits issued under such Environmental Laws, (b) there are no pending or, to the knowledge of any Credit Party, threatened (in writing) Environmental Claims against any Group Member or any Real Property currently or formerly owned, leased or operated by each Group Member and (c) to the knowledge of any Credit Party, there are no facts, circumstances, conditions or occurrences that would be reasonably expected (i) to form the basis of an Environmental Claim against any Group Member or (ii) to cause any Real Property owned, leased or operated by any Group Member to be subject to any restrictions on the

ownership, lease, occupancy or transferability of such Real Property by any Group Member under any applicable Environmental Law.

8.19 Labor Relations. Except as set forth on Schedule 8.19 or except, in each case, to the extent the same has not, either individually or in the aggregate, had and would not reasonably be expected to have a Material Adverse Effect, (a) there are no strikes, lockouts, slowdowns or other labor disputes pending against any Group Member or, to the knowledge of the Group Representative, threatened (in writing) against any Group Members, (b) to the knowledge of the Group Representative, there are no questions concerning union representation with respect to any Group Member, (c) the hours worked by and payments made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local, or foreign law dealing with such matters and (d) to the knowledge of the Group Representative, no wage and hour department investigation has been made of any Group Members.

8.20 Intellectual Property. Each Group Member owns or has the right to use all the patents, trademarks, domain names, service marks, trade names, copyrights, inventions, trade secrets, formulas, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) (collectively, "Intellectual Property"), necessary for the present conduct of its business, without any known infringement of the Intellectual Property rights of others, except for such failures to own or have the right to use and/or infringement as would not reasonably be expected to have, a Material Adverse Effect.

8.21 Affected Financial Institutions. No Credit Party is an Affected Financial Institution.

Section 9. Affirmative Covenants.

The Borrower and each Group Member hereby covenants and agrees that on and after the Closing Date and so long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation (other than any indemnification obligations arising hereunder which are not then due and payable and obligations in respect of Designated Interest Rate Protection Agreements or Designated Treasury Services Agreements) shall remain outstanding:

9.01 Information Covenants. The Borrower or the Group Representative will furnish to the Administrative Agent for distribution to each Lender, including each Lender's Public-Siders except as otherwise provided below:

(a) Quarterly Financial Statements. Within (x) 150 days after the first full fiscal quarter ending after the Closing Date, (y) 90 days after the second full fiscal quarter ending after the Closing Date and (z) 45 days after the close of each of the first three quarterly accounting periods in each fiscal year of the Group Representative thereafter, in each case, (i) the consolidated balance sheet of the Group Representative and its Subsidiaries as at the end of such quarterly accounting period and the related consolidated statements of operations, cash flows and changes in stockholders' (or equivalent) equity for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly accounting period, in each case, setting forth comparative figures for the corresponding quarterly accounting period in the prior fiscal year, all of which shall be certified by a Responsible Officer of the Group Representative

that they fairly present in all material respects in accordance with U.S. GAAP the financial condition of the Group Representative and its Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes, and (ii) management's discussion and analysis of the important operational and financial developments during such quarterly accounting period, which shall include a reasonably detailed description of Key Performance Indicators for the periods covered thereby.

(b) Annual Financial Statements. Within (x) 150 days after the close of the fiscal year ending December 31, 2025, (y) 120 days after the close of the fiscal year ending December 31, 2026 and (z) 90 days after the close of each fiscal year of the Group Representative thereafter, (x) the consolidated balance sheet of the Group Representative and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of operations, cash flows and changes in stockholders' (or equivalent) equity for such fiscal year and setting forth comparative figures for the preceding fiscal year and certified, in the case of consolidated financial statements, by an independent certified public accountant of recognized national standing, together with an opinion of such accounting firm (which opinion shall be without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (except for any emphasis matter paragraph and except for qualifications for a change in accounting principles with which such accountants concur and which shall have been disclosed in the notes to the financial statements or other than as a result of, or with respect to, (A) an upcoming maturity date with respect to any Indebtedness or (B) any actual or potential inability to satisfy any financial maintenance covenant in any document governing any Indebtedness on a future date or in a future period)) to the effect such statements fairly present in all material respects in accordance with U.S. GAAP the financial condition of the Group Representative and its Subsidiaries as of the date indicated and the results of their operations for the periods indicated[; provided that the consolidated financial statements for the fiscal year ended December 31, 2025 shall not be required to be certified by any accountant], and (y) management's discussion and analysis of the important operational and financial developments during such fiscal year, which shall include a reasonably detailed description of Key Performance Indicators for the periods covered thereby.

(c) Notwithstanding the foregoing, the obligations referred to in Sections 9.01(a) and 9.01(b) above and Section 9.01(d) below may be satisfied with respect to financial information of the Group Representative and its Subsidiaries by furnishing (A) the applicable financial statements of Holdings (or any Parent Company) or (B) Holdings' (or any Parent Company's) Form 10-K or 10-Q, as applicable, filed with the SEC (and the public filing of such report with the SEC shall constitute delivery under this Section 9.01); *provided* that with respect to each of the preceding clauses (A) and (B), (1) to the extent such information relates to Holdings or a Parent Company, if and so long as Holdings or such Parent Company will have Independent Assets or Operations, such information is accompanied by, or the Group Representative shall separately deliver within the applicable time periods set forth in Sections 9.01(a) and 9.01(b) above and Section 9.01(d) below, consolidating information (which need not be audited) that explains in reasonable detail the differences between the information relating to Holdings or such Parent Company and its Independent Assets or Operations, on the one hand, and the information relating to the Group Representative and its consolidated Subsidiaries on a stand-alone basis, on the other hand, (2) [reserved] and (3) to the extent such information is in lieu of information required to be provided under Section 9.01(b), such materials are accompanied by a report and opinion of independent certified public accountants of recognized national standing or another accounting

firm reasonably acceptable to the Administrative Agent, which report and opinion (a) will be prepared in accordance with generally accepted auditing standards and (b) will be without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (except for any emphasis matter paragraph and except for qualifications for a change in accounting principles with which such accountants concur and which shall have been disclosed in the notes to the financial statements or other than as a result of, or with respect to, (x) an upcoming maturity date with respect to any Indebtedness or (y) any actual or potential inability to satisfy any financial maintenance covenant in any document governing any Indebtedness on a future date or in a future period).

(d) Forecasts. Within 90 days after the close of each fiscal year of the Group Representative, in each case, ending after the Closing Date, a reasonably detailed annual forecast (including projected statements of income, sources and uses of cash and balance sheets for the Group Representative and its Subsidiaries on a consolidated basis), prepared on a quarter-by-quarter basis for such fiscal year and including a discussion of the principal assumptions upon which such forecast is based (it being agreed that such annual forecasts shall be provided only to "private-side" Lenders and not to Public-Siders).

(e) Officer's Certificates. No later than five (5) days after the time of the delivery of the Section 9.01 Financials, a compliance certificate from a Responsible Officer of the Group Representative substantially in the form of Exhibit J, certifying on behalf of the Group Representative that, to such Responsible Officer's knowledge, no Default or Event of Default has occurred and is continuing or, if any Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof, which certificate shall (i)(x) if delivered with the financial statements required by Section 9.01(b) for any fiscal year ending on or after December 31, [2027], set forth in reasonable detail the amount of (and the calculations required to establish the amount of) Excess Cash Flow for the applicable Excess Cash Flow Payment Period and (y) if delivered with the financial statements required by Section 9.01(b) for any fiscal year ending on or after December 31, 2026, certify that there have been no changes to the information provided in the Beneficial Ownership Certification delivered to any Lender that would result in a change to the list of beneficial owners identified in any such certification, in each case since the Closing Date or, if later, since the date of the most recent certificate delivered pursuant to this clause (i)(y) or if there have been any such changes, a list in reasonable detail of such changes (but, in each case with respect to this clause (i)(y), solely to the extent such changes would result in a change to the list of beneficial owners identified in any such certification) and (ii) if delivered with the financial statements required by Section 9.01(b) for any fiscal year ending on or after December 31, 2026, certify that there have been no changes to Schedules 1(a), 2(a), 5, 6, 7, 8(a), 8(b), 8(c), 9 and 10 of the Perfection Certificate, in each case since the Closing Date or, if later, since the date of the most recent certification delivered pursuant to this clause (iii), or if there have been any such changes, a list in reasonable detail of such changes (but, in each case with respect to this clause (ii), only to the extent such changes are required to be reported to the Collateral Agent pursuant to the terms of such Security Documents).

(f) Notice of Default, Litigation and Material Adverse Effect. Promptly after any Responsible Officer of the Group Representative obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or an Event of Default (it being understood that, unless such notice of Default was intentionally withheld, any delivery of a notice of Default

shall automatically cure any Default or Event of Default then existing with respect to any failure to deliver such notice (but not the underlying Default or Event of Default)) or any default or event of default under (A) the USS Revolver Credit Agreement or (B) other Indebtedness constituting debt for borrowed money with a principal amount outstanding in excess of the Threshold Amount or (C) the USS ABL Credit Agreement, (ii) any litigation, or governmental investigation or proceeding pending against any Group Member (x) which, either individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect or (y) with respect to any Credit Document, (iii) any other event, change or circumstance that has had, or would reasonably be expected to have, a Material Adverse Effect.

(g) Other Reports and Filings. Promptly after the sending, filing or delivery thereof, as applicable, copies of (i) all financial information, proxy materials, and reports, if any, which Holdings shall publicly file with the Securities and Exchange Commission or any successor thereto (the "SEC") and (ii) material notices received from, or reports or other information or material notices furnished to, holders of Indebtedness under, (A) the USS Revolver Credit Agreement or (B) or other Indebtedness constituting debt for borrowed money with a principal amount outstanding in excess of the Threshold Amount or (C) the USS ABL Credit Agreement (in each case, other than any regularly required monthly, quarterly or annual certificates or notices specific to the nature of a specific facility or the internal requirements of the specific debtholders under such facility (e.g., borrowing base certificates, monthly financial statements, etc.)) (including, for the avoidance of doubt, any notices relating to an actual or purported default or event of default thereunder and any notices to the extent the action or occurrence described therein would reasonably be expected to be materially adverse to the interests of the Lenders, but excluding any administrative notices or regular reporting requirements thereunder).

(h) Environmental Matters. Promptly after any Responsible Officer of the Group Representative obtains knowledge thereof, notice of a pending or threatened Environmental Claim to the extent such Environmental Claim, either individually or when aggregated with all other such Environmental Claims, would reasonably be expected to have a Material Adverse Effect. All such notices provided pursuant to this Section 9.01(h) shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the Borrower's or such other Group Member's response thereto.

(i) Reserved.

(k) Other Information. From time to time, (x) such other information or documents (financial or otherwise) with respect to the Borrower or any other Group Member as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender in connection with applicable Anti-Money Laundering Laws, including applicable "know your customer" rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, and applicable Sanctions. Notwithstanding the foregoing, neither the Borrower nor any other Group Member will be required to provide any information pursuant to this Section 9.01(k) to the extent that the provision thereof would violate any law, rule or regulation or result in the breach of any binding contractual obligation or the loss of any professional privilege; *provided* that in the event that the Borrower or any other Group Member does not provide information that otherwise would be required to be provided hereunder in reliance on such

exception, the Borrower shall use commercially reasonable efforts to provide notice to the Administrative Agent promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not violate such law, rule or regulation or result in the breach of such binding contractual obligation or the loss of such professional privilege).

Documents required to be delivered pursuant to this Section 9.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet 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 the Borrower shall notify the Administrative Agent and each Lender (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting Borrower Materials on the Platform and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public 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 use commercially reasonable efforts to identify that portion of Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower 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; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (*provided*, *however*, that to the extent such Borrower Materials constitute "Public Side Information," they shall be treated as set forth in Section 13.15); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

The Borrower represents and warrants that it, Holdings or any other direct or indirect Parent Company and any Subsidiary, in each case, if any, either (x) has no registered or publicly traded securities outstanding, or (y) files its financial statements with the SEC and/or makes its financial statements available to potential holders of its 144A securities, and, accordingly, the Borrower hereby (i) authorizes the Administrative Agent to make financial statements and other information provided pursuant to clauses (a) and (b) of this Section 9.01 above, along with the Credit Documents and the list of Disqualified Lenders, available to Public-Siders and (ii) agrees that at the time the Section 9.01 Financials are provided hereunder, they shall already have been, or shall substantially concurrently be, made available to holders of its securities. The Borrower will not request that any other material be posted to Public-Siders without expressly representing and warranting to the Administrative Agent in writing that such materials do not constitute material

non-public information within the meaning of the federal securities laws or that the Borrower has no outstanding publicly traded securities, including 144A securities (it being understood that the Borrower shall have no obligation to request that any material be posted to Public-Siders). Notwithstanding anything herein to the contrary, in no event shall the Borrower request that the Administrative Agent make available to Public-Siders budgets or any certificates, reports or calculations with respect to the Borrower's compliance with the covenants contained herein.

9.02 Books, Records and Inspections; Conference Calls.

(a) The Borrower will, and will cause each other Group Member to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with U.S. GAAP shall be made of all dealings and transactions in relation to its business and activities (it being understood and agreed that Foreign Subsidiaries may maintain individual books and records in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization). The Borrower will, and will cause each other Group Member to, permit officers and designated representatives of the Administrative Agent or, during the continuance of an Event of Default under Section 11.01 or 11.05, any Lender to visit and inspect, under guidance of officers of the Borrower or such other Group Member, any of the properties of the Borrower or such other Group Member (subject to the rights of lessees or sublessees thereof and subject to any restrictions or limitations in the applicable lease, sublease or other written occupancy arrangement pursuant to which the Borrower or such other Group Member is a party), and to examine the books of account of the Borrower or such other Group Member and discuss the affairs, finances and accounts of the Borrower or such other Group Member with, and be advised as to the same by, its and their officers and independent accountants (*provided* that neither the Borrower nor any other Group Member will be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation or result in the breach of any binding contractual obligation or the loss of any professional privilege); *provided* that in the event that the Borrower or any other Group Member does not provide information that otherwise would be required to be provided hereunder in reliance on such exception, the Borrower shall use commercially reasonable efforts to provide notice to the Administrative Agent promptly upon obtaining knowledge that such information is being withheld (but solely if providing such notice would not violate such law, rule or regulation or result in the breach of such binding contractual obligation or the loss of such professional privilege), all upon reasonable prior notice and at such reasonable times and intervals, subject to reasonable expense, and to such reasonable extent as the Administrative Agent or any such Lender may reasonably request; *provided* that the Administrative Agent shall give the Borrower an opportunity to participate in any discussions with its accountants; *provided*, *further*, that in the absence of the existence of an Event of Default under Section 11.01 or 11.05, (i) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 9.02 and (ii) the Administrative Agent shall not exercise its inspection rights under this Section 9.02 more often than two times during any fiscal year and only one such time shall be at the Borrower's expense; *provided*, *further*, *however*, that when an Event of Default under Section 11.01 or 11.05 exists and is continuing, the Administrative Agent or any Lender and their respective designees may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice.

(b) At the request of the Administrative Agent (acting at the Direction of the Required Lenders), upon reasonable prior written notice, the senior management of the Borrower will, no more than once per fiscal quarter, hold a conference call or teleconference, at a time selected by the Borrower and reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders), with all of the Lenders that choose to participate, to discuss the Group Members' financial performance, operational performance or metrics and/or any other matters reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders) (it being understood that any such call may be combined with any similar call held for any of the Borrower's other lenders or security holders).

9.03 Maintenance of Property; Insurance.

(a) The Borrower will, and will cause each other Group Member to, (i) except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, keep all tangible property necessary to the business of the Borrower and the other Group Members in reasonably good working order and condition, ordinary wear and tear, casualty and condemnation excepted, (ii) maintain with financially sound and reputable insurance companies (as determined in the good faith judgment of management of the Borrower) insurance on all such property and against all such risks as is, in the good faith determination of the Borrower, consistent and in accordance with industry practice for companies similarly situated owning similar properties and engaged in similar businesses as the Borrower and the other Group Members, and (iii) furnish to the Collateral Agent, upon its request (acting at the Direction of the Required Lenders) therefor, all information reasonably requested as to the insurance carried. The provisions of this Section 9.03 shall be deemed supplemental to, but not duplicative of, the provisions of any Security Documents that require the maintenance of insurance.

(b) If any portion of any Mortgaged Property that contains improvements is at any time located in an area identified by the Federal Emergency Management Agency (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 Borrower shall, or shall cause the applicable Credit Party to (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and shall otherwise be in form and substance reasonably satisfactory to the Collateral Agent and (ii) deliver to the Collateral Agent evidence reasonably requested by the Collateral Agent as to such compliance, including evidence of annual renewals of such insurance.

(c) The Borrower will, and will cause each other Group Member to, at all times keep its tangible property constituting Collateral insured in favor of the Collateral Agent, and all liability and property policies or certificates (or certified copies thereof) with respect to such insurance (i) shall, at all times after the time required by Section 9.13, be endorsed in a customary manner to the Collateral Agent for the benefit of the Secured Creditors (including, by naming the Collateral Agent as loss payee and/or additional insured; *provided*, that, notwithstanding anything to the contrary in this Agreement, endorsements naming the Collateral Agent as "lender loss payable" shall not be required); and (ii) if agreed by the insurer (which agreement the Borrower shall use commercially reasonable efforts to obtain), shall state that such insurance policies shall not be canceled without at least thirty (30) days' prior written notice thereof (or, with respect to

non-payment of premiums, ten (10) days' prior written notice) by the respective insurer to the Collateral Agent; *provided*, that the requirements of this Section 9.03(c) shall not apply to (x) insurance policies covering (1) directors and officers, fiduciary or other professional liability, (2) employment practices liability, (3) workers compensation liability, (4) automobile and aviation liability, (5) health, medical, dental and life insurance, and (6) such other insurance policies and programs as to which a secured lender is not customarily granted an insurable interest therein as the Collateral Agent (acting at the Direction of the Required Lenders) may approve; and (y) self-insurance programs; *provided*, *further*, unless an Event of Default shall have occurred and be continuing, (A) all proceeds from insurance policies shall be paid to the Borrower or the applicable Group Guarantor, (B) to the extent the Collateral Agent receives any proceeds, the Collateral Agent shall turn over to the Borrower (or, upon the written request of the Borrower to the Collateral Agent, any designee of the Borrower) any amounts received by it as an additional insured or loss payee under any property insurance maintained by the Borrower and the other Group Members and (C) the Collateral Agent agrees that the Borrower and/or its applicable Group Members shall have the sole right to adjust or settle any claims under such insurance; *provided*, *further*, that any such proceeds shall be applied in accordance with Section 5.02(f) to the extent required thereby.

(d) If the Borrower or any other Group Member shall fail to maintain insurance in accordance with this Section 9.03, or the Borrower or any other Group Member shall fail to so endorse all policies with respect thereto, after any applicable grace period, the Collateral Agent shall have the right (but shall be under no obligation) to procure such insurance so long as the Collateral Agent provides written notice to the Borrower of its election to procure such insurance prior thereto, and the Credit Parties jointly and severally agree to reimburse the Collateral Agent for all reasonable costs and expenses of procuring such insurance.

9.04 Existence; Franchises. The Borrower will, and will cause each of the other Group Members to, do or cause to be done, all things necessary to preserve and keep in full force and effect its existence, franchises, licenses and permits in each case to the extent material; *provided*, *however*, that nothing in this Section 9.04 shall prevent (i) sales of assets and other transactions by the Borrower or any other Group Member in accordance with Section 10.02, (ii) the abandonment by the Borrower or any of its Subsidiaries of any franchises, licenses or permits that the Borrower reasonably determines are no longer material to the operations of the Borrower and the other Group Members taken as a whole or (iii) the withdrawal by the Borrower or any other Group Member of its qualification as a foreign corporation, partnership, limited liability company or other applicable business entity, as the case may be, in any jurisdiction if such withdrawal would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.05 Compliance with Statutes, etc. The Borrower will, and will cause each of the other Group Members to, comply with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions, except such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Borrower will, and will cause each of the other Group Members to, comply with all other applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures designed to promote and achieve material compliance by the Group Members and their

respective directors, officers, employees and agents (in each case, acting in such capacity), with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

9.06 Compliance with Environmental Laws.

(a) The Borrower will comply, and will cause each of the other Group Members to comply, with all Environmental Laws and permits applicable to, or required by, the ownership, lease or use of Real Property now or hereafter owned, leased or operated by the Borrower or any other Group Members, except such noncompliances as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and will keep or cause to be kept all such Real Property free and clear of any Liens imposed pursuant to such Environmental Laws (other than Liens imposed on leased Real Property resulting from the acts or omissions of the owner of such leased Real Property or of other tenants of such leased Real Property who are not within the control of the Borrower), except such Liens as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) (i) After the receipt by the Administrative Agent, Collateral Agent or any Lender of any notice of the type described in Section 9.01(h) or (ii) at any time that the Borrower or any other Group Members are not in compliance with Section 9.06(a), at the written request of the Collateral Agent (at the Direction of the Required Lenders), the Borrower will provide or cause the applicable Credit Party to provide an environmental site assessment report concerning any Mortgaged Property owned by the Borrower or any other Credit Party that is the subject of or would reasonably be expected to be the subject of such notice or noncompliance, prepared by an environmental consulting firm reasonably approved by the Collateral Agent (at the Direction of the Required Lenders), indicating the presence or absence of Hazardous Materials and the reasonable estimated cost of any removal or remedial action in connection with such Hazardous Materials on such Mortgaged Property. If the Credit Parties fail to provide the same within thirty (30) days after such request was made, the Collateral Agent (at the Direction of the Required Lenders) may order the same, the reasonable cost of which shall be borne (jointly and severally) by the Credit Parties.

9.07 ERISA. Promptly upon a Responsible Officer of the Borrower obtaining knowledge thereof, the Borrower will deliver to the Administrative Agent a written notice setting forth in reasonable detail such occurrence and the action, if any, that the Borrower, any other Group Member or an ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given or filed by the Borrower, such Group Member or the Plan administrator or such ERISA Affiliate to or with the PBGC or any other Governmental Authority, the Multiemployer Plan sponsor or a Plan participant and any notices received by the Borrower, such other Group Member or such ERISA Affiliate from the PBGC or any other Governmental Authority, the Multiemployer Plan sponsor or a Plan participant with respect thereto: that (a) an ERISA Event has occurred that is reasonably expected to result in a Material Adverse Effect; (b) there has been an increase in Unfunded Pension Liabilities since the most recent date the representations hereunder are given, or from any prior notice, as applicable, in either case, which is reasonably expected to result in a Material Adverse Effect; (c) there has been an increase in the estimated withdrawal liability under Section 4201 of ERISA, if the Borrower, any Group Member of the Borrower and the ERISA Affiliates were to withdraw completely from any and all Multiemployer Plans which is reasonably expected to result in a Material Adverse Effect; or (d)

the Borrower, any Group Member or any ERISA Affiliate adopts, or commences contributions to, any Plan subject to Section 412 of the Code, or adopts any amendment to a Plan subject to Section 412 of the Code which is reasonably expected to result in a Material Adverse Effect.

9.08 End of Fiscal Years; Fiscal Quarters. The Borrower will cause (i) its, and each of the other Group Member's fiscal years to end on or near December 31 of each year; *provided*, *however*, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year (or the fiscal year of each of the other Group Members) to any other fiscal year reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders), in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any amendments to this Agreement that are necessary, in the judgment of the Administrative Agent (acting at the Direction of the Required Lenders) and the Borrower or Holdings, as applicable, to reflect such change in fiscal year and (ii) its, and each other Group Member's fiscal quarters to end on or near March 31, June 30, September 30 and December 31 of each year.

9.09 Reserved.

9.10 Payment of Taxes. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, the Borrower will pay and discharge, and will cause each other Group Member to pay and discharge, all Taxes imposed upon such entity or upon its income or profits or upon any properties belonging to it (including in its capacity as a withholding agent), as the same shall become due and payable, and all lawful claims which, if unpaid, might become a Lien or charge upon any properties of the Borrower or any other Group Member not otherwise permitted under Section 10.01(i); *provided* that neither the Borrower nor any other Group Member shall be required to pay any such Tax which is being contested in good faith and by appropriate proceedings if it has maintained adequate reserves with respect thereto in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization).

9.11 Use of Proceeds. The Borrower will use the proceeds of the Loans only as provided in Section 8.08.

9.12 Additional Security; Further Assurances; etc.

(a) Holdings and the Borrower will, and will cause each of the other Credit Parties to, grant to the Collateral Agent for the benefit of the Secured Creditors security interests and Mortgages in such assets and properties (in the case of Real Property, limited to Material Real Property) of the Credit Parties as are acquired after the Closing Date (other than assets constituting Excluded Collateral) and as may be reasonably requested from time to time by the Collateral Agent (acting at the Direction of the Required Lenders) (collectively, as may be amended, amended and restated, modified, supplemented, extended or renewed from time to time, the "Additional Security Documents"). All such security interests and Mortgages shall be granted pursuant to documentation consistent with any Security Documents entered into on the Closing Date and shall include such other documents as the Collateral Agent (acting at the Direction of the Required Lenders) may reasonably request, including, but not limited to, title policies, surveys and opinions of counsel, and otherwise reasonably satisfactory in form and substance to the Collateral Agent

(acting at the Direction of the Required Lenders) and (subject to exceptions as are reasonably acceptable to the Collateral Agent (acting at the Direction of the Required Lenders)) shall constitute, upon taking all necessary perfection action (which the Credit Parties agree to take pursuant to clause (e) below) valid and enforceable perfected security interests and Mortgages (except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and by equitable principles (regardless of whether enforcement is sought in equity or at law)), subject to the terms of the USS ABL Intercreditor Agreement, any Junior Lien Intercreditor Agreement and the USS Revolver Intercreditor Agreement, superior to and prior to the rights of all third Persons other than holders of Permitted Liens with priority by virtue of applicable law and subject to no other Liens except for Permitted Liens. The Additional Security Documents or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect (subject to exceptions as are reasonably acceptable to the Collateral Agent (acting at the Direction of the Required Lenders)) the Liens in favor of the Collateral Agent required to be granted pursuant to the Additional Security Documents. Notwithstanding any other provision in this Agreement or any other Credit Document, no Excluded Subsidiary shall be required to pledge any of its assets to secure any obligations of the Borrower under the Credit Documents or guarantee the obligations of the Borrower under the Credit Documents.

(b) Subject to the terms of the USS ABL Intercreditor Agreement, any Junior Lien Intercreditor Agreement and the USS Revolver Intercreditor Agreement, with respect to any Person that is or becomes a Group Member (or ceases to be an Excluded Subsidiary) after the Closing Date, Holdings and the Borrower will, and will cause each applicable Group Member to, (i) deliver to the Collateral Agent the certificates, if any, representing all (or such lesser amount as is required) of the Equity Interests of such Group Member, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Group Member to any Credit Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Credit Party (in each case, to the extent required pursuant to the Security Agreement), (ii) cause such new Group Member (other than an Excluded Subsidiary) to (A) execute a joinder agreement to the Guaranty Agreement and a joinder agreement to each applicable Security Document, substantially in the form annexed thereto, and (B) take all actions necessary or advisable in the opinion of the Administrative Agent (acting at the Direction of the Required Lenders) or the Collateral Agent (acting at the Direction of the Required Lenders) to cause the Lien created by the applicable Security Document to be duly perfected to the extent required by such agreement in accordance with all applicable Requirements of Law, including the filing of financing statements in such jurisdictions as may be reasonably requested by the Administrative Agent (acting at the Direction of the Required Lenders) or the Collateral Agent (acting at the Direction of the Required Lenders) and (iii) at the reasonable request of the Administrative Agent (acting at the Direction of the Required Lenders), deliver or cause to be delivered to the Administrative Agent an opinion, addressed to the Administrative Agent and the other Lenders, of counsel reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders) as to such matters set forth in this Section 9.12(b) as the Administrative Agent (acting at the Direction of the Required Lenders) may reasonably request.

(c) Holdings and the Borrower will, and will cause each of the other Credit Parties to, at the expense of the Credit Parties, make, execute, endorse, acknowledge, file and/or

deliver to the Collateral Agent, promptly, upon the reasonable request of the Administrative Agent (acting at the Direction of the Required Lenders) or the Collateral Agent (acting at the Direction of the Required Lenders), at the Credit Parties' expense, any document or instrument supplemental to or confirmatory of the Security Documents to the extent deemed by the Administrative Agent (acting at the Direction of the Required Lenders) or the Collateral Agent (acting at the Direction of the Required Lenders) reasonably necessary for the continued validity, perfection and priority (subject to the terms of the USS ABL Intercreditor Agreement, any Junior Lien Intercreditor Agreement and the USS Revolver Intercreditor Agreement) of the Liens on the Collateral covered thereby subject to no other Liens except for Permitted Liens or as otherwise permitted by the applicable Security Document.

(d) If the Administrative Agent (acting at the Direction of the Required Lenders) or the Collateral Agent (acting at the Direction of the Required Lenders) reasonably determines that it or the Lenders are required by law or regulation to have appraisals prepared in respect of any Mortgaged Property, the Credit Parties will, at their own expense, provide to the Administrative Agent appraisals which satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of the Financial Institution Reform, Recovery and Enforcement Act of 1989, as amended.

(e) The Borrower agrees that each action required by clauses (a) through (d) of this Section 9.12 shall be completed in no event later than 60 days after such action is required to be taken pursuant to such clauses or requested to be taken by the Administrative Agent (acting at the Direction of the Required Lenders), the Collateral Agent (acting at the Direction of the Required Lenders) or the Required Lenders (or such longer period as the Administrative Agent (acting at the Direction of the Required Lenders) or Collateral Agent (acting at the Direction of the Required Lenders) shall otherwise agree, including with respect to any Real Property acquired after the Closing Date that the Borrower has notified the Collateral Agent that it intends to dispose of pursuant to a disposition permitted by Section 10.04), as the case may be; *provided* that, in no event will Borrower or any other Group Member be required to take any action to obtain consents from third parties with respect to its compliance with this Section 9.12; *provided*, *further*, that the Borrower shall give the Collateral Agent 45 days written notice prior to granting any Mortgage to the Collateral Agent for the benefit of the Secured Creditors as required herein and shall not grant such Mortgage until (i) the Collateral Agent has provided written notice to the Borrower of the completion of all required flood insurance due diligence and flood insurance compliance which notice states that the Collateral Agent (acting at the Direction of the Required Lenders) is satisfied with the results thereof and (ii) the expiration of such 45 day period with no Lender having provided notice to the Borrower that it has not completed any necessary flood insurance due diligence or flood insurance compliance or that it is not satisfied with the results of any such due diligence or compliance (and the date by which any Credit Party is required to deliver Mortgages hereunder shall automatically be extended to the extent necessary to comply with the foregoing). Each of the parties hereto acknowledges and agrees that the grant of any Mortgage on Mortgaged Property of the Credit Parties (or any increase, extension or renewal of any Loans or Commitments at a time when any Mortgaged Property is subject to a Mortgage) shall be subject to (and conditioned upon) the prior delivery to the Collateral Agent of "life-of-loan" Federal Emergency Management Agency standard flood hazard determinations with respect to each Mortgaged Property and, to the extent any improved Mortgaged Property is located in an area determined by the Federal Emergency Management Agency (or any successor agency) to be a special flood

hazard area, (i) delivery by the Collateral Agent to the Borrower of a notice of special flood hazard area status and flood disaster assistance and, if such notice is delivered to the Borrower at least two (2) Business Days prior to such grant, increase, extension or renewal, a duly executed acknowledgment of receipt thereof by the Borrower and (ii) evidence of flood insurance as required by Section 9.03 hereof. Notwithstanding anything in any Credit Document to the contrary, if the Collateral Agent (acting at the Direction of the Required Lenders) or any Lender is not satisfied with the results of any flood insurance due diligence or flood insurance compliance or any of the deliveries referred to in the immediately preceding sentence, and determines it is in its best interest not to require a Mortgage on any Material Real Property, the Credit Parties shall not be required to grant a Mortgage on such Material Real Property in favor of such Person or otherwise comply with the provisions of the Credit Documents relating to Mortgages with respect to such Material Real Property.

(f) Without duplication of any action set forth in this Section 9.12, promptly after (but in no event later than 10 Business Days or such later date as agreed by the Administrative Agent (acting at the Direction of the Required Lenders)) the opening of any new Deposit Account (as defined in the Security Agreement) other than any Excluded Account (as defined in the Security Agreement) by any Credit Party, such Credit Party shall deliver, and cause the depository institution which maintains such deposit account on behalf of such Credit Party, to deliver to the Collateral Agent, an agreement, in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders (it being agreed that any agreement requiring the Collateral Agent to indemnify any third party in the Collateral Agent's individual capacity to the extent the Collateral Agent shall not in turn be indemnified by the Lenders is not reasonably satisfactory to the Collateral Agent), among Collateral Agent, such depositary institution and such Credit Party effective to grant "control" (within the meaning of Articles 8 and 9 under the applicable UCC) over such account, in each case, subject to the terms of the USS ABL Intercreditor Agreement.

9.13 Post-Closing Actions. Each of Holdings and the Borrower agrees that it will, or will cause the other relevant Group Members to, complete each of the actions described on Schedule 9.13 as soon as commercially reasonable and by no later than the date set forth on Schedule 9.13 with respect to such action or such later date as the Administrative Agent (acting at the Direction of the Required Lenders) may reasonably agree in its reasonable discretion.

9.14 Permitted Acquisitions.

(a) Subject to the provisions of this Section 9.14 and the requirements contained in the definition of "Permitted Acquisition," the Borrower and the other Credit Parties may from time to time after the Closing Date effect Permitted Acquisitions, so long as (in each case except to the extent the Required Lenders otherwise specifically agree in writing in the case of a specific Permitted Acquisition), no Event of Default shall have occurred and be continuing at the time of the consummation of the proposed Permitted Acquisition or immediately after giving effect to such Permitted Acquisition on the date of consummation thereof.

(b) The Borrower shall cause each Group Member which is formed to effect, or is acquired pursuant to, a Permitted Acquisition (and each Credit Party that is the direct parent of such Group Member that was so formed or acquired) to comply with, and to execute and deliver

all of the documentation (within the relevant time periods) required by Section 9.12, to the reasonable satisfaction of the Collateral Agent (acting at the Direction of the Required Lenders).

Section 10.Negative Covenants.[8]

Holdings, the Borrower and each of the other Group Members (provided that notwithstanding anything to the contrary herein, only Sections 10.06, 10.09(b), 10.10 and 10.12 shall apply to Holdings) hereby covenant and agree that on and after the Closing Date and so long as any Lender shall have any Commitment hereunder, Loan or other Obligation (other than any indemnification obligations arising hereunder which are not then due and payable and obligations in respect of Designated Interest Rate Protection Agreements or Designated Treasury Services Agreements) shall remain outstanding:

10.01 Liens. The Borrower will not, and will not permit any other Group Member to, create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible) of the Borrower or any other Group Member, whether now owned or hereafter acquired; *provided* that the provisions of this Section 10.01 shall not prevent the creation, incurrence, assumption or existence of, or any filing in respect of, the following (Liens described below are herein referred to as "Permitted Liens"):

(i) Liens for Taxes not yet overdue for thirty (30) days or not yet due and payable or Liens for Taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization);

(ii) Liens in respect of property or assets of the Borrower or any other Group Member imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, contractors', materialmen's, repairer's and mechanics' liens and other similar Liens arising in the ordinary course of business, and (A) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien for which adequate reserves have been established in accordance with U.S. GAAP (or, for Foreign Subsidiaries, in conformity with generally accepted accounting principles in their respective jurisdiction of organization) or (B) in respect of which no obligations are past due;

(iii) Liens (x) in existence on the Closing Date which are listed, and the property subject thereto described, on Schedule 10.01(iii) and (y) Liens securing Permitted Refinancing Indebtedness in respect of any Indebtedness secured by the Liens referred to in clause (x);

(iv) (A) Liens created pursuant to the Credit Documents (including Liens securing Designated Interest Rate Protection Agreements or Designated Treasury Services Agreements), (B) Liens securing Obligations (as defined in the USS ABL Credit

[8] NTD: Permitted reorganizations/tax restructuring concept to be incorporated.

Agreement) under the USS ABL Credit Agreement and the credit documents related thereto and incurred pursuant to Section 10.04(i)(B), including any Secured Bank Product Obligations (as defined in the USS ABL Credit Agreement) that are guaranteed or secured by the guarantees and security interests thereunder; *provided* that the USS ABL Collateral Agent (or other applicable representative thereof on behalf of the holders of such Indebtedness) shall have entered into with the Administrative Agent and/or the Collateral Agent the USS ABL Intercreditor Agreement, (C) Liens securing Obligations (as defined in the USS Revolver Credit Agreement) under the USS Revolver Credit Agreement and the credit documents related thereto and incurred pursuant to Section 10.04(i)(C); *provided* that the USS Revolver Agent (or other applicable representative thereof on behalf of the holders of such Indebtedness) shall have entered into with the Administrative Agent and/or the Collateral Agent the USS Revolver Intercreditor Agreement and (D) Liens securing the Obligations (as defined in the USS Intercompany Credit Agreement) under the USS Intercompany Credit Agreement; *provided* that the applicable representative thereof on behalf of the holders of such Indebtedness shall have entered into with the Administrative Agent and/or the Collateral Agent the USS Revolver Intercreditor Agreement;

(v) leases, subleases, licenses or sublicenses (including licenses or sublicenses of software, technology and other Intellectual Property) granted to other Persons not materially interfering with the conduct of the business of the Borrower or any other Group Member, taken as a whole;

(vi) Liens (x) upon assets of the Borrower or any other Group Member securing Indebtedness permitted by Section 10.04(iii); *provided* that such Liens do not encumber any asset of the Borrower or any other Group Member other than the assets acquired with such Indebtedness and after-acquired property that is affixed or incorporated into such assets and proceeds and products thereof; *provided* that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender on customary terms and (y) Liens securing Permitted Refinancing Indebtedness in respect of any Indebtedness secured by the Liens referred to in clause (x);

(vii) Liens securing Permitted Refinancing Indebtedness to the extent such Liens are permitted pursuant to the definition thereof;

(viii) easements, rights-of-way, restrictions (including zoning and other land use restrictions), covenants, conditions, licenses, encroachments, protrusions and other similar charges or encumbrances and title deficiencies, which in the aggregate do not materially interfere with the conduct of the business of the Borrower or any other Group Member, taken as a whole;

(ix) Liens arising from precautionary UCC or other similar financing statement filings regarding operating leases or consignments entered into in the ordinary course of business;

(x) attachment and judgment Liens, to the extent and for so long as the underlying judgments and decrees do not constitute an Event of Default pursuant to Section

[11.09] and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(xi) statutory, common law and contractual landlords' liens under leases to which the Borrower or any other Group Member is a party;

(xii) Liens (other than Liens imposed under ERISA or any pension standards legislation of any other applicable jurisdiction) incurred in the ordinary course of business in connection with workers' compensation claims, unemployment insurance, statutory or registered pension plans and social security benefits and Liens securing leases and obligations permitted pursuant to Section 10.04(xvi) (including (i) those to secure health, safety and environmental obligations and (ii) those required or requested by any Governmental Authority other than letters of credit) incurred in the ordinary course of business;

(xiii) Permitted Encumbrances;

(xiv) (A) Liens on property or assets acquired pursuant to a Permitted Acquisition, or on property or assets of a Group Member in existence at the time such Group Member is acquired pursuant to a Permitted Acquisition and in each case, on after acquired property that is affixed or incorporated into such assets and proceeds and products thereof and other after acquired property to the extent required by the terms thereof (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); *provided* that (x) any Indebtedness that is secured by such Liens is permitted to exist under Section 10.04, and (y) such Liens are not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition and do not attach to any other asset of the Borrower or any other Group Member and (B) Liens securing Permitted Refinancing Indebtedness in respect of any Indebtedness secured by the Liens referred to in clause (A);

(xv) deposits or pledges to secure bids, tenders, contracts (other than contracts for the repayment of borrowed money) leases and obligations permitted pursuant to Section 10.04(xvi) (including (i) those to secure health, safety and environmental obligations and (ii) those required or requested by any Governmental Authority other than letters of credit), and as security for the payment of rent, in each case arising in the ordinary course of business;

(xvi) [reserved];

(xvii) any interest or title of, and any Liens created by, a lessor, lessee, sublessor, licensee, sublicensee, licensor or sublicensor under any lease, sublease, license or sublicense agreement (including software and other technology licenses) in the ordinary course of business;

(xviii) Liens on property subject to Sale-Leaseback Transactions to the extent such Sale-Leaseback Transactions are permitted by Section 10.02(xii);

(xix) (x) any encumbrances or restrictions (including, put and call agreements) with respect to the Equity Interests of any joint venture or similar arrangement permitted by the terms of this Agreement arising pursuant to the agreement evidencing such joint venture or similar arrangement and (y) Liens on Equity Interests of any joint venture securing Indebtedness or other obligations of such joint venture;

(xx) Liens in favor of the Borrower or any Group Member securing intercompany Indebtedness permitted by Section 10.04(vi); *provided* that any Liens securing Indebtedness that is required to be subordinated pursuant to Section 10.04(vi) shall be subordinated to the Liens created pursuant to the Security Documents;

(xxi) Liens on specific items of inventory or other goods (and proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods, and pledges or deposits in the ordinary course of business;

(xxii) Liens on insurance policies and the proceeds thereof (whether accrued or not) and rights or claims against an insurer, in each case securing insurance premium financings permitted under Section 10.04(x);

(xxiii) Liens that may arise on inventory or equipment of the Borrower or any other Group Member in the ordinary course of business as a result of such inventory or equipment being located on premises owned by Persons other than the Borrower and the Group Members (including Liens arising out of conditional sale, title retention (including extended retention of title), consignment or similar arrangements for the sale of goods);

(xxiv) 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 in the ordinary course of business;

(xxv) Liens (i) of a collection bank arising under Section 4-210 of the UCC (or similar provisions of other Requirements of Law) on items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and (iii) in favor of a banking or other financial institution arising as a matter of law or under customary general terms and conditions encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(xxvi) [reserved];

(xxvii) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence or issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Group Member to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Group Member or (iii) relating to purchase orders and other agreements entered into

with customers of the Borrower or any other Group Member in the ordinary course of business;

(xxviii) Liens attaching solely to cash earnest money deposits in connection with any letter of intent or purchase agreement in connection with a Permitted Acquisition or other Investment permitted hereunder;

(xxix) other Liens on the Collateral to the extent securing liabilities on a junior-lien basis to the Liens securing the Obligations with a principal amount not in excess of the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of incurrence) in the aggregate at any time outstanding and any Liens securing Permitted Refinancing Indebtedness of any Indebtedness secured by a Lien set forth in this clause (xxix); provided that a Junior Representative acting on behalf of the holders of such Indebtedness shall have become party to a Junior Lien Intercreditor Agreement;

(xxx) [reserved];

(xxxi) cash deposits with respect to any Indebtedness to the extent permitted by Section 10.07;

(xxxii) Liens on accounts receivable sold in connection with the sale or discount of accounts receivable permitted by Section 10.02(iv);

(xxxiii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Group Member in the ordinary course of business;

(xxxiv) Liens encumbering reasonable 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 and not for speculative purposes;

(xxxv) (i) zoning, building, entitlement and other land use regulations by Governmental Authorities with which the normal operation of the business of the Borrower and the Group Members complies, and (ii) 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 the Borrower or any Group Member;

(xxxvi) deposits made in the ordinary course of business to secure liability to insurance carriers or under self-insurance arrangements in respect of such obligations;

(xxxvii) 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;

(xxxviii) so long as no Event of Default has occurred and is continuing at the time of granting such Liens, Liens on cash deposits securing any Interest Rate Protection Agreement or Other Hedging Agreement permitted hereunder;

(xxxix) [reserved];

(xl) customary Liens granted in favor of a trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to which Indebtedness not prohibited by the indenture is issued (including the indenture under which the notes are to be issued);

(xli) leases and subleases of real property that do not materially interfere with the ordinary conduct of the business of the Borrower or any other Group Member;

(xlii) Liens on cash or Cash Equivalents (and the related escrow accounts) in connection with the issuance into (and pending the release from) escrow of any Indebtedness;

(xliii) Liens on property or assets used to redeem, repay, defease or to satisfy and discharge Indebtedness; provided that such redemption, repayment, defeasance or satisfaction and discharge is not prohibited by this Agreement and that such deposit shall be deemed for purposes of Section 10.07 (to the extent applicable) to be a prepayment of such Indebtedness;

(xliv) [reserved]; and

(xlv) other ordinary course Liens or Liens consistent with past practice, in each case, incidental to the conduct of any Foreign Subsidiaries' business or the ownership of its property not securing any Indebtedness of such Foreign Subsidiary, and which do not in the aggregate materially detract from the value of such Foreign Subsidiaries' property when taken as a whole or materially impair the use thereof in the operation of its business.

10.02 Consolidation, Merger, or Sale of Assets, etc. The Borrower will not, and will not permit any other Group Member to, wind up, liquidate or dissolve its affairs or enter into any partnership, joint venture, or transaction of merger or consolidation, or convey, sell, lease or otherwise dispose of all or any part of its property or assets, or enter into any Sale-Leaseback Transaction, except that:

(i) any Investment permitted by Section 10.05 (including those that may be structured as a merger, consolidation or amalgamation);

(ii) The Borrower and the Group Members may sell assets (including Equity Interests), so long as, (x) the Borrower or the respective Group Member receives at least fair market value (as determined in good faith by the Borrower or such Group Member, as the case may be) and (y) in the case of any single transaction or a series of related transactions that involve assets having a fair market value of more than the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the

most recently ended Test Period (measured at the time of such sale), at least 75% of the consideration received by the Borrower or such Group Member shall be in the form of cash and/or Cash Equivalents (taking into account the amount of cash and Cash Equivalents, the principal amount of any promissory notes and the fair market value, as determined by the Borrower or such Group Member, as the case may be, in good faith, of any other consideration) and is paid at or about the time of the closing of such sale; provided, however, that for purposes of this clause (y), the following shall be deemed to be cash: (A) [reserved], (B) any securities, notes, other obligations or assets received by the Borrower or such Group Member from such transferee that are convertible by the Borrower or such Group Member into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received in the conversion) within 180 days following the closing of the applicable asset sale, (C) consideration consisting of Indebtedness of the Borrower or such Group Member that is not Subordinated Indebtedness received from such transferee and (D) accounts receivable of a business retained by the Borrower or any other Group Member, as the case may be, following the sale of such business; provided that such accounts receivable (1) are not past due more than 90 days and (2) do not have a payment date greater than 120 days from the date of the invoices creating such accounts receivable;

(iii) each of the Borrower and the Group Members may lease (as lessee) or license (as licensee) real or personal property (so long as any such lease or license does not create a Capitalized Lease Obligation except to the extent permitted by Section 10.04(iii));

(iv) each of the Borrower and the Group Members may sell or discount, in each case in the ordinary course of business, accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not as part of any financing transaction;

(v) each of the Borrower and the Group Members may grant non-exclusive licenses, sublicenses, leases or subleases to other Persons not materially interfering with the conduct of the business of the Borrower or any other Group Member, including of Intellectual Property;

(vi) (x) any Group Member may be merged, consolidated, dissolved, amalgamated or liquidated with or into (I) the Borrower (so long as (1) the surviving Person of such merger, consolidation, dissolution, amalgamation or liquidation is a corporation, company, exempted company, limited liability company, partnership or exempted limited partnership organized, formed, incorporated or existing under the laws of the United States of America, any state thereof or the District of Columbia and (2) such surviving Person is the Borrower) or (II) any Group Guarantor (so long as the surviving Person of such merger, consolidation, dissolution, amalgamation or liquidation is a Wholly-Owned U.S. Subsidiary of Holdings, is a corporation, limited liability company or limited partnership and is or becomes a Group Guarantor concurrently with such merger, consolidation, dissolution, amalgamation or liquidation), (y) any Excluded Subsidiary may be merged, consolidated, dissolved, amalgamated or liquidated with or into any other Excluded Subsidiary and (z) any Excluded Subsidiary may be merged, consolidated, dissolved, amalgamated or liquidated with or into any Credit Party (so long as such Credit Party is

the surviving corporation of such merger, consolidation, dissolution, amalgamation or liquidation); *provided* that, any such merger, consolidation, dissolution, amalgamation or liquidation shall only be permitted pursuant to this clause (vi), so long as (I) no Event of Default then exists or would exist immediately after giving effect thereto and (II) any security interests granted to the Collateral Agent for the benefit of the Secured Creditors in the assets (and Equity Interests) of any such Person subject to any such transaction shall not be impaired in any material respect as a result of such merger, consolidation, dissolution, amalgamation or liquidation;

(vii) [reserved];

(viii) each of the Borrower and the Group Members may make sales or leases of (A) inventory in the ordinary course of business, (B) goods held for sale in the ordinary course of business and (C) immaterial assets; provided that, in the case of this clause (C), the fair market value of all such assets sold pursuant to this clause (C) does not exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of such sale or lease, as applicable);

(ix) each of the Borrower and the Group Members may sell or otherwise dispose of (i) outdated, obsolete, surplus or worn out property and (ii) property no longer used or useful in the conduct of the business of the Borrower and the Group Members, in each case of this clause (ix), in the ordinary course of business and consistent with past practice;

(x) each of the Borrower and the Group Members may sell or otherwise dispose of assets (A) acquired pursuant to a Permitted Acquisition or a transaction otherwise permitted hereunder so long as (x) such assets are not used or useful to the core or principal business of the Borrower and the Group Members and (y) such assets have a fair market value not in excess of the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of such sale or other disposition, as applicable) and (B) in connection with the approval of any antitrust authority or otherwise necessary or advisable in the good faith determination of the Borrower to consummate a Permitted Acquisition;

(xi) in order to effect a sale, transfer or disposition otherwise permitted by this Section 10.02, a Subsidiary of the Borrower may be merged, amalgamated or consolidated with or into another Person, or may be dissolved or liquidated;

(xii) each of the Borrower and the Group Members may effect Sale-Leaseback Transactions with respect to property having an aggregate fair market value not in excess of the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of such Sale-Leaseback Transaction) and for fair market value (as determined by the Borrower in good faith) and with at least 75% of the consideration in the form of cash or Cash Equivalents;

(xiii) the issuance of directors' qualifying shares and shares of Equity Interests of Foreign Subsidiaries issued to foreign nationals to the extent required by Requirements of Law;

(xiv) [reserved];

(xv) each of the Borrower and the Group Members may make transfers of property subject to casualty or condemnation proceedings upon the occurrence of the related Recovery Event;

(xvi) each of the Borrower and the Group Members may abandon, allow to lapse or expire or otherwise become invalid Intellectual Property rights in the ordinary course of business, in the exercise of its reasonable good faith judgment;

(xvii) each of the Borrower and the Group Members may make voluntary terminations of or unwind Interest Rate Protection Agreements, Other Hedging Agreements and Treasury Services Agreements;

(xviii) each of the Borrower and the Group Members may make dispositions resulting from foreclosures by third parties on properties of the Borrower or any other Group Member so long as such foreclosure does not constitute an Event of Default and acquisitions by the Borrower or any other Group Member resulting from foreclosures by such Persons or properties of third parties;

(xix) each of the Borrower and the Group Members may terminate leases and subleases;

(xx) each of the Borrower and the Group Members may use cash and Cash Equivalents (or other assets that were Cash Equivalents when the relevant Investment was made) to make payments that are not otherwise prohibited by this Agreement;

(xxi) each of the Borrower or the Group Members may sell or otherwise dispose of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property, (ii) the proceeds of such sale or disposition are promptly applied to the purchase price of such replacement property or (iii) such disposition constitutes Permitted Asset Swaps and are entered into for a bona fide commercial purpose and for faith market value, in the case of this subclause (iii) in an amount not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period;

(xxii) sales, dispositions or contributions of property (A) between Credit Parties (other than Holdings), (B) between Group Members (other than Credit Parties), (C) by Group Members that are not Credit Parties to the Credit Parties (other than Holdings) or (D) by Credit Parties to any Group Member that is not a Credit Party; *provided* that with respect to clause (D), such transaction (1) shall be for fair market value and (2) shall be, or shall be deemed to be, an Investment subject to Section 10.05;

(xxiii) dispositions of Investments (including Equity Interests) 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 arrangements and similar binding arrangements;

(xxiv) 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 that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement; *provided* that the proceeds of such dispositions are applied in accordance with Section 5.02(f);

(xxv) [reserved];

(xxvi) dispositions permitted by Section 10.03 and the granting of any Liens permitted by Section 10.01;

(xxvii) dispositions undertaken in good faith solely for Tax planning purposes, so long as after giving effect to such dispositions, the security interest of the Collateral Agent in the Collateral for the benefit of the Secured Creditors, taken as a whole, is not adversely affected in any material respect;

(xxviii) other dispositions with a fair market value not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period; and

(xxix) the Borrower and the Group Members 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 or otherwise if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Group Members, taken as a whole.

To the extent the Required Lenders (or such other percentage of the Lenders as may be required by this Section 10.02) waive the provisions of this Section 10.02 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 10.02 (other than to the Borrower or a Guarantor), such Collateral shall be sold free and clear of the Liens created by the Security Documents, and the Administrative Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate by them in order to effect the foregoing.

10.03 Dividends. The Borrower will not, and will not permit any of its Subsidiaries to, authorize, declare or pay any Dividends, except that:

(i) any Subsidiary of the Borrower may authorize, declare and pay Dividends or return capital or make distributions and other similar payments with regard to its Equity Interests to the Borrower or to other Subsidiaries of the Borrower which directly or indirectly own equity therein;

(ii) any non-Wholly-Owned Subsidiary of the Borrower may authorize, declare and pay cash Dividends to its shareholders generally so long as the Borrower or its Subsidiary which owns the Equity Interests in the Subsidiary paying such Dividends receives at least its proportionate share thereof (based upon its relative holding of the Equity Interests in the Subsidiary paying such Dividends and taking into account the relative preferences, if any, of the various classes of Equity Interests of such Subsidiary);

(iii) so long as no Event of Default exists at the time of the applicable Dividend, redemption or repurchase or would exist immediately after giving effect thereto, the Borrower may authorize, declare and pay cash Dividends to Holdings to allow Holdings to pay cash dividends or make cash distributions to any Parent Company to redeem or repurchase, contemporaneously with such Dividend, Equity Interests of Holdings or such Parent Company from management, employees, officers and directors (and their successors and assigns) of the Borrower and the other Group Members; *provided* that (A) the aggregate amount of Dividends made by the Borrower to Holdings pursuant to this clause (iii), and the aggregate amount paid by Holdings or such Parent Company in respect of all such Equity Interests so redeemed or repurchased shall not (net of any cash proceeds received by Holdings (but in no event from any Initial Public Offering) from issuances of its Equity Interests and contributed to the Borrower in connection with such redemption or repurchase), in either case, exceed during any fiscal year of the Borrower, (x) the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of such Dividend) or (y) subsequent to the consummation of any Initial Public Offering of common stock or other comparable equity interests of the Borrower or any direct or indirect parent of the Borrower, the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and its Subsidiaries for the most recently ended Test Period (measured at the time of such Dividend) (*provided* that the amount of cash Dividends permitted to be, but not, paid in any fiscal year pursuant to this clause (iii) shall increase the amount of cash Dividends permitted to be paid in the immediately succeeding fiscal year pursuant to this clause (iii)); (B) such amount in any calendar year may be increased by an amount not to exceed: (I) the cash proceeds of key man life insurance policies received by the Borrower or any other Group Member after the Closing Date; *plus* (II) the net proceeds from the sale of Equity Interests of Holdings, in each case to members of management, managers, directors or consultants of any Parent Company or any other Group Member that occurs after the Closing Date, where the net proceeds of such sale are received by or contributed to the Borrower; *less* (III) the amount of any Dividends previously made with the cash proceeds described in the preceding clause (I); and (C) cancellation of Indebtedness owing to the Borrower from members of management, officers, directors, employees of the Borrower or any other Group Member in connection with a repurchase of Equity Interests of Holdings or any Parent Company will not be deemed to constitute a Dividend for purposes of this Agreement;

(iv) [reserved];

(v) the Borrower may authorize, declare and pay cash Dividends to Holdings so long as the proceeds thereof are promptly used by Holdings (or subsequently paid to any Parent Company) to pay costs (including all professional fees and expenses) incurred by Holdings or any Parent Company in connection with reporting obligations

under or otherwise incurred in connection with compliance with Requirements of Law, applicable rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder, in each case, to the extent attributable to the ownership of the Borrower;

(vi) the Borrower may authorize, declare and pay cash Dividends or other distributions, or make loans or advances to, Holdings or any Parent Company or the equity interest holders thereof in amounts required for Holdings or any Parent Company or the equity interest holders thereof to pay, in each case without duplication:

(A) franchise Taxes (and other fees and expenses) required to maintain their existence to the extent such Taxes, fees and expenses are reasonably attributable to the operations of Holdings, the Borrower and the other Group Members;

(B) with respect to any taxable period ending after the Closing Date for which the Borrower and/or any other Group Member are members of a consolidated, combined or similar tax group for U.S. federal and/or applicable state, local or foreign tax purposes of which a direct or indirect parent of the Borrower is the common parent, the portion of any such U.S. federal, state, local and/or foreign taxes (including any alternative minimum taxes) of such tax group that is attributable to the Borrower and the applicable Group Members*; provided* that the aggregate amount of such payments with respect to such period (regardless of when paid) shall not exceed the aggregate amount of such Taxes that the Borrower and/or its applicable Group Members would have been required to pay with respect to such period were such entities stand-alone corporate taxpayers or a stand-alone corporate tax group for all applicable taxable periods ending after the date hereof taking into account any applicable limitations on the ability to utilize net operating loss carryforwards and similar tax attributes under the Code;

(C) [reserved];

(D) general corporate operating and overhead costs, fees and expenses (including administrative, legal, accounting and similar expenses) of Holdings or any Parent Company [to the extent such costs, fees and expenses are charged by third parties (and not Affiliates of any Group Member) and are attributable to the ownership or operations of the Borrower and the other Group Members; provided that the aggregate amount of Dividends made pursuant to this clause (D) shall not exceed $[__] in any fiscal year];

(E) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of Holdings or any Parent Company;

(F) [the purchase or other acquisition by Holdings or any other Parent Company of the Borrower of all or substantially all of the property and assets

or business of any Person, or of assets constituting a business unit, a line of business or division of such Person, or of all of the Equity Interests in a Person; *provided* that if such purchase or other acquisition had been made by the Borrower, it would have constituted a Permitted Acquisition permitted to be made pursuant to Section 9.14; *provided* that (A) such dividend, distribution, loan or advance shall be made concurrently with the closing of such purchase or other acquisition and (B) such Parent Company shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) and any liabilities assumed to be contributed to the Borrower or any Group Member or (2) the merger (to the extent permitted in Section 10.02) into the Borrower or any Group Member of the Person formed or acquired in order to consummate such purchase or other acquisition]; and

(G) [any customary fees and expenses related to any successful or unsuccessful debt or equity offering by any Parent Company directly attributable to the operations of the Borrower and the Group Members];

(vii) the Borrower and the other Group Members may give reasonable and customary indemnities to directors, officers and employees of Holdings or any Parent Company in the ordinary course of business, to the extent reasonably attributable to the ownership or operation of the Borrower and the other Group Members;

(viii) the Borrower may authorize, declare and pay cash Dividends to Holdings so long as the proceeds thereof are promptly used by Holdings (or subsequently paid to any Parent Company) for payment of (x) obligations under or in respect of director and officer insurance policies to the extent reasonably attributable to the ownership or operation of the Borrower and the other Group Members or (y) indemnification obligations owing to any [Permitted Holder pursuant to the terms of [Holdings LLC Agreement]];

(ix) [reserved];

(x) [the Borrower may authorize, declare and pay cash Dividends to Holdings (who may subsequently authorize, declare and pay cash Dividends to any Parent Company) so long as the proceeds thereof are used to pay the [Permitted Holders] fees, expenses and indemnification payments that are then permitted to be paid pursuant to Sections 10.06(v) and 10.06(vii);

(xi) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants or similar equity incentive awards;

(xii) [reserved];

(xiii) [reserved];

(xiv) purchases of minority interests in Group Members that are not Wholly-Owned Subsidiaries by the Borrower and the Guarantors; provided that the aggregate amount of such purchases, when added to the aggregate amount of Investments pursuant to Section 10.05(xvii), shall not exceed the greater of $[__] and [__]% of

Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of such purchase);

(xv) the authorization, declaration and payment of cash Dividends or the payment of other distributions by the Borrower in cash in an aggregate amount not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of such Dividend);

(xvi) the Borrower and each Subsidiary thereof may authorize, declare and make Dividend payments or other distributions payable solely in the Equity Interests of such Person so long as in the case of Dividend or other distribution by a Subsidiary of the Borrower, the Borrower or a Subsidiary thereof receives at least its *pro rata* share of such dividend or distribution;

(xvii) [the Borrower may authorize, declare and pay Dividends with the cash proceeds contributed to its common equity (including from the net cash proceeds of any equity issuance by any Parent Company), so long as, with respect to any such payments, no Event of Default shall have occurred and be continuing or would result therefrom]; and

(xviii) the Borrower and any of its Subsidiaries may authorize, declare and pay Dividends within ninety (90) days after the date of declaration thereof, if at the date of declaration of such payment, such payment would have complied with another provision of this Section 10.03.

10.04 Indebtedness. The Borrower will not, and will not permit any other Group Member to, create, incur, assume or suffer to exist any Indebtedness, except:

(i) (A) Indebtedness incurred by the Credit Parties pursuant to this Agreement and the other Credit Documents (including in accordance with Section 2.15), (B) Indebtedness incurred by the Credit Parties pursuant to the USS ABL Credit Agreement and the credit documents related thereto in an aggregate principal amount not to exceed the lesser of (x) $195,000,000 and (y) the Borrowing Base (as defined in the USS ABL Credit Agreement as in effect on the date hereof), (C) Indebtedness incurred by the Credit Parties pursuant to the USS Revolver Credit Agreement and the credit documents related thereto in an aggregate principal amount not to exceed $100,000,000 and (D) Indebtedness incurred pursuant to the USS Intercompany Credit Agreement;

(ii) Indebtedness under Interest Rate Protection Agreements entered into with respect to other Indebtedness permitted under this Section 10.04 so long as the entering into of such Interest Rate Protection Agreements are bona fide hedging activities and are not for speculative purposes;

(iii) Indebtedness of the Borrower and the other Group Members evidenced by Capitalized Lease Obligations and purchase money Indebtedness (including obligations in respect of mortgages, industrial revenue bonds, industrial development bonds and similar financings) solely in connection with the acquisition, construction,

installation, repair, replacement or improvement of fixed or capital assets and any Permitted Refinancing Indebtedness in respect thereof; *provided* that in no event shall the aggregate principal amount of all such Indebtedness incurred or assumed in each case after the Closing Date pursuant to this clause (iii) exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) at any one time outstanding;

(iv) [reserved];

(v) (A) Indebtedness of a Group Member acquired pursuant to a Permitted Acquisition (or Indebtedness of the Borrower or any other Group Member assumed at the time of a Permitted Acquisition of an asset securing such Indebtedness); *provided* that (x) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, such Permitted Acquisition and (y) the Consolidated Total Net Leverage Ratio, determined on a Pro Forma Basis as of the last day of the most recently ended Test Period, shall not exceed [__]:1.00 and (B) any Permitted Refinancing Indebtedness in respect of Indebtedness incurred pursuant to subclause (A);

(vi) intercompany Indebtedness and cash management pooling obligations and arrangements owing (A) among Credit Parties (other than Holdings), (B) among Group Members that are not Credit Parties, (C) by Group Members that are not Credit Parties to Credit Parties (other than Holdings); provided that the aggregate principal amount of Indebtedness outstanding under this clause (vi)(C) that is not incurred in connection with cash management activities and tax planning in the ordinary course of business shall not exceed, when taken together with Investments made by Credit Parties in Group Members that are not Credit Parties that are not made in connection with cash management activities and tax planning in the ordinary course of business pursuant to Section 10.05(vi)(C) that are outstanding at such time, the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) and (D) by Credit Parties (other than Holdings) to Group Members that are not Credit Parties so long as such Indebtedness is unsecured and is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent (acting at the Direction of the Required Lenders);

(vii) Indebtedness outstanding on the Closing Date and listed on Schedule 10.04(vii) and any Permitted Refinancing Indebtedness in respect thereof;

(viii) [reserved];

(ix) [reserved];

(x) Indebtedness incurred in the ordinary course of business to finance insurance premiums or take-or-pay obligations contained in supply arrangements;

(xi) Indebtedness incurred in the ordinary course of business in respect of netting services, overdraft protections, employee credit card programs, automatic clearinghouse arrangements and other similar services in connection with cash management and deposit accounts and Indebtedness in connection with the honoring of a

bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, including in each case, obligations under any Treasury Services Agreements;

(xii) Indebtedness in respect of Other Hedging Agreements so long as the entering into of such Other Hedging Agreements are bona fide hedging activities and are not for speculative purposes;

(xiii) (a) Indebtedness of the Borrower and the other Credit Parties; *provided* that (v) such Indebtedness shall not require any payments of principal prior to three months after the Latest Maturity Date of the Term Loans and Revolving Commitments at the time of such incurrence (other than pursuant to customary change of control and asset sale proceeds offer provisions), (w) such Indebtedness shall not have any financial maintenance covenants except for such financial maintenance covenants that apply solely to any period after the Latest Maturity Date of the Term Loans and Revolving Commitments that is in effect at the time such Indebtedness is incurred, (x) such Indebtedness is unsecured and (y) the Consolidated Total Net Leverage Ratio shall not exceed [__]:1.00 on a Pro Forma Basis;

(xiv) unsecured, subordinated Indebtedness arising from agreements providing for contingent or deferred payments (including, indemnification payments, adjustments of purchase or acquisition price, earn-outs, non-competes, consulting payments and similar obligations) or other similar arrangements incurred or assumed in connection with any Permitted Acquisition, disposition or any other Investment, in each case, permitted under this Agreement;

(xv) additional Indebtedness of the Group Members and any Permitted Refinancing Indebtedness in respect thereof not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) in aggregate principal amount outstanding at any time; provided that (x) any Indebtedness incurred by Group Members that are not Credit Parties pursuant to this clause (xv) exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) in aggregate principal amount outstanding at any time and (y) any Indebtedness incurred pursuant to this clause (xv) shall be either unsecured or, if secured, secured pursuant to, and subject to the requirements of, Section 10.01(xxix);

(xvi) Indebtedness and obligations in respect of contracts (including trade contracts and government contracts), statutory obligations, tenders, performance bonds, bid bonds, custom bonds, stay and appeal bonds, surety bonds, indemnity bonds, judgment bonds, replevin bonds, performance and completion and return of money bonds and guarantees, financial assurances, bankers' acceptance facilities, suretyship arrangements, completion guarantees and similar obligations and obligations of a like nature or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case not in connection with the borrowing of money;

(xvii) Contingent Obligations to insurers required in connection with worker's compensation and other insurance coverage incurred in the ordinary course of business;

(xviii) guarantees made by the Borrower or any other Group Member of Indebtedness of the Borrower or any other Group Member permitted to be outstanding under this Section 10.04; *provided* that (x) such guarantees are permitted by Section 10.05(vi) and (y) no Subsidiary that is not a Credit Party shall guarantee Indebtedness of a Credit Party pursuant to this clause (xviii);

(xix) guarantees made by any Foreign Subsidiary of Indebtedness of any other Foreign Subsidiary permitted to be outstanding under this Section 10.04;

(xx) guarantees made by Group Members acquired pursuant to a Permitted Acquisition of Indebtedness acquired or assumed pursuant thereto in accordance with Section 10.04(v), or any refinancing thereof pursuant to Section 10.04(v); *provided* that such guarantees may only be made by Group Members who were guarantors of the Indebtedness originally acquired or assumed pursuant to Section 10.04(v) at the time of the consummation of the Permitted Acquisition to which such Indebtedness relates;

(xxi) customary contingent obligations in connection with sales, other dispositions and leases permitted under Section 10.02 (but not in respect of Indebtedness for borrowed money or Capitalized Lease Obligations) including indemnification obligations with respect to leases, and guarantees of collectability in respect of accounts receivable or notes receivable for up to face value;

(xxii) guarantees of Indebtedness of directors, officers and employees of the Borrower or any other Group Member in respect of expenses of such Persons in connection with relocations and other ordinary course of business purposes;

(xxiii) guarantees of Indebtedness of a Person in connection with a joint venture entered into in connection with a Permitted Acquisition and any Permitted Refinancing Indebtedness in respect thereof; provided that the aggregate principal amount of any Indebtedness so guaranteed that is then outstanding, when added to the aggregate amount of unreimbursed payments theretofore made in respect of such guarantees, taken together with Investments made under Section 10.05(xxxi), shall not exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) in aggregate principal amount outstanding at any time;

(xxiv) [reserved];

(xxv) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, to the extent such Indebtedness is extinguished reasonably promptly after receipt of notice thereof;

(xxvi) (x) severance, pension and health and welfare retirement benefits or the equivalent thereof to current and former officers, employees and directors of the Borrower or the other Group Members incurred in the ordinary course of business, (y) Indebtedness representing deferred compensation or stock-based compensation to current and former officers, employees and directors of the Borrower and the other Group Members and (z) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, directors and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of any Parent Company permitted by Section 10.03;

(xxvii) [reserved];

(xxviii) (x) guarantees made by the Borrower or any other Group Member of obligations (not constituting Indebtedness for borrowed money) of the Borrower or any other Group Member or any customers owing to vendors, suppliers and other third parties incurred in the ordinary course of business, (y) guarantees made by the Borrower or the other Group Members in the ordinary course of business in respect of obligations of or to suppliers, customers, franchisees, lessors, licensees and sublicensees in connection with the purchase or acquisition of equipment, supplies or other property and (z) Indebtedness of any Credit Party (other than Holdings) as an account party in respect of trade letters of credit issued in the ordinary course of business;

(xxix) [reserved];

(xxx) Indebtedness arising out of Sale-Leaseback Transactions permitted by Section 10.01(xviii) in an aggregate principal amount not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time of incurrence) in aggregate principal amount at any time outstanding;

(xxxi) [reserved];

(xxxii) [reserved];

(xxxiii) [reserved]; and

(xxxiv) all premiums (if any), interest (including post-petition interest and interest paid-in-kind), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxxiii) above.

The Borrower or any other Group Member may incur Indebtedness permitted by this Section 10.04 (including, to the extent permitted by this Section 10.04, through the use of the same basket or other exception used to originally incur the debt securities being satisfied and discharged), to satisfy and discharge any debt securities permitted to be incurred by this Section 10.04, at the same time as such debt securities are outstanding, so long as the net proceeds of such Indebtedness are promptly deposited with the trustee to satisfy and discharge the applicable indenture in accordance with such debt securities.

[For purposes of determining compliance with this Section 10.04, if any Indebtedness that was originally incurred in reliance on a basket measured by reference to a percentage of Consolidated EBITDA or a fixed dollar-denominated amount is subsequently refinanced, and such refinancing would cause either (a) the percentage of Consolidated EBITDA to be exceeded if calculated based on the then applicable Consolidated EBITDA or (b) the fixed dollar-denominated amount to be exceeded, as applicable, then such percentage of Consolidated EBITDA or fixed dollar-denominated amount, as applicable, will not be deemed to be exceeded to the extent the principal amount of such obligations secured by such newly incurred Indebtedness does not exceed the amount permitted pursuant to clause (1) of the definition of "Permitted Refinancing Indebtedness".]

10.05 Advances, Investments and Loans. The Borrower will not, and will not permit any other Group Member to, directly or indirectly, lend money or credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any other Person (each of the foregoing, an "Investment" and, collectively, "Investments" and with the value of each Investment being measured at the time made and without giving effect to subsequent changes in value or any write-ups, write-downs or write-offs thereof but giving effect to any cash return or cash distributions received by the Borrower and the other Group Members with respect thereto (unless received substantially concurrently with the making of such Investment)), except that the following shall be permitted (each of the following, a "Permitted Investment" and collectively, "Permitted Investments"):

(i) the Borrower and the other Group Members may acquire and hold accounts receivable owing to any of them, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms of the Borrower or such Group Member;

(ii) the Borrower and the other Group Members may acquire and hold cash and Cash Equivalents;

(iii) the Borrower and the other Group Members may hold the Investments held by them (or may exist in the future pursuant to binding commitments) on the Closing Date and described on Schedule 10.05(iii), and any modification, replacement, renewal or extension thereof that does not increase the principal amount thereof unless any additional Investments made with respect thereto are permitted under the other provisions of this Section 10.05;

(iv) the Borrower and the other Group Members may acquire and hold Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers, and Investments received in good faith settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(v) the Borrower and the other Group Members may enter into Interest Rate Protection Agreements to the extent permitted by Section 10.04(ii), and Other Hedging Agreements to the extent permitted by Section 10.04(xii);

(vi) Investments by (A) a Credit Party in any other Credit Party (other than Holdings), (B) by a Group Member that is not a Credit Party in any other Group Member that is not a Credit Party, and (C) by any Credit Party (other than Holdings) in any Group Member that is not a Credit Party; provided that the aggregate amount of Investments outstanding under this clause (vi)(C) that are not made in connection with cash management activities and tax planning in the ordinary course of business shall not exceed, when taken together with Indebtedness owing to Credit Parties from Group Members that are not Credit Parties pursuant to Section 10.04(vi)(C) that is not incurred in connection with cash management activities and tax planning in the ordinary course of business and that is outstanding at such time, the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time such Investment is made);

(vii) [reserved];

(viii) loans and advances by the Borrower and the other Group Members to officers, directors and employees of the Borrower and the other Group Members in connection with (i) business-related travel, relocations and other ordinary course of business purposes (including travel and entertainment expenses) shall be permitted and (ii) any such Person's purchase of Equity Interests of Holdings or any Parent Company; *provided* that no cash is actually advanced pursuant to this clause (ii) unless immediately repaid;

(ix) advances of payroll payments to employees of the Borrower and the other Group Members in the ordinary course of business;

(x) non-cash consideration may be received in connection with any Asset Sale permitted pursuant to Section 10.02(ii), (x) or (xxviii);

(xi) additional Subsidiaries of Holdings may be established or created if Borrower and such Subsidiary comply with the requirements of Section 9.12, if applicable; *provided* that to the extent any such new Subsidiary is created solely for the purpose of consummating a transaction pursuant to an acquisition permitted by this Section 10.05, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such transaction, such new Subsidiary shall not be required to take the actions set forth in Section 9.12, as applicable, until the respective acquisition is consummated (at which time the surviving or transferee entity of the respective transaction and its Subsidiaries shall be required to so comply in accordance with the provisions thereof);

(xii) extensions of trade credit may be made in the ordinary course of business (including advances made to distributors consistent with past practice), Investments received in satisfaction or partial satisfaction of previously extended trade credit from financially troubled account debtors, Investments consisting of prepayments to suppliers made in the ordinary course of business and loans or advances made to distributors in the ordinary course of business;

(xiii) earnest money deposits may be made to the extent required in connection with Permitted Acquisitions and other Investments to the extent permitted under Section 10.01(xxviii);

(xiv) Investments in deposit accounts or securities accounts opened in the ordinary course of business;

(xv) Investments in the nature of pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business;

(xvi) Investments in the ordinary course of business consisting of UCC Article 3 (or the equivalent under other Requirements of Law) endorsements for collection or deposit;

(xvii) purchases of minority interests in Group Members that are not Wholly-Owned Subsidiaries by the Borrower and the Guarantors; provided that the aggregate amount of such purchases, when added to the aggregate amount of purchases made pursuant to Section 10.03(xiv), shall not exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time such Investment is made);

(xviii) [reserved];

(xix) in addition to other Investments permitted by this Section 10.05, the Borrower and the other Group Members may make additional loans, advances and other Investments to or in a Person (including a joint venture) (excluding Investments in Holdings and/or Investments by Credit Parties in Group Members that are not Credit Parties) in an aggregate outstanding amount for all loans, advances and other Investments made pursuant to this clause (xix), not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time such Investment is made);

(xx) the licensing, sublicensing or contribution of Intellectual Property rights pursuant to arrangements with Persons other than the Borrower and the other Group Members in the ordinary course of business for fair market value, as determined by the Borrower or such Group Member, as the case may be, in good faith;

(xxi) loans and advances to Holdings or any Parent Company in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or Dividends made to Holdings or any Parent Company), Dividends permitted to be made to Holdings or any Parent Company in accordance with Section 10.03; *provided* that any such loan or advance shall reduce the amount of such applicable Dividends thereafter permitted under Section 10.03 by a corresponding amount (if such applicable subsection of Section 10.03 contains a maximum amount);

(xxii) Investments to the extent that payment for such Investments is made in the form of common Equity Interests or Qualified Preferred Stock of Holdings or any

Equity Interests of any other direct or indirect Parent Company to the seller of such Investments;

(xxiii) Investments of a Person that is acquired and becomes a Subsidiary or of a company merged or amalgamated or consolidated into any Subsidiary, in each case after the Closing Date and in accordance with this Section 10.05 and/or Section 10.02, as applicable, to the extent such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation, and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(xxiv) Permitted Acquisitions shall be permitted in accordance with definition thereof and Section 9.14;

(xxv) to the extent that they constitute Investments, purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property, in each case, in the ordinary course of business;

(xxvi) Investments by the Borrower and the other Group Members (A) consisting of deposits, prepayment and other credits to suppliers or landlords and (B) in connection with obtaining, maintaining or renewing client contracts, each made in the ordinary course of business;

(xxvii) guarantees made in the ordinary course of business of (a) obligations owed to landlords, suppliers, customers, franchisees and licensees of the Borrower or the other Group Members and (b) operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness;

(xxviii) Investments consisting of the licensing, sublicensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other Persons;

(xxix) [reserved];

(xxx) [reserved];

(xxxi) Investments by the Borrower and the other Group Members in joint ventures in an aggregate amount for all Investments made pursuant to this clause (xxxi), not to exceed, when added to the aggregate amount of guarantees incurred pursuant to Section 10.04(xxiii) and all unreimbursed payments theretofore made in respect of guarantees pursuant to Section 10.04(xxiii), the greater of $[__] and [__]% of Consolidated EBITDA of the Borrower and the Group Members for the most recently ended Test Period (measured at the time such Investment is made) at any time outstanding;

(xxxii) [reserved];

(xxxiii) [reserved];

(xxxiv) [reserved];

(xxxv) [reserved];

(xxxvi) Investments consisting of guarantees permitted pursuant to clauses (x) and (y) of Section 10.04(xxviii);

(xxxvii) [reserved]; and

(xxxviii) Investments arising as a result of a Sale-Leaseback Transactions to the extent such Sale-Leaseback Transactions are permitted under Section 10.02(xii).

To the extent an Investment is permitted to be made by a Credit Party directly in any Group Member or any other Person who is not a Credit Party (each such person, a "Target Person") under any provision of this Section 10.05, such Investment may be made by advance, contribution or distribution by a Credit Party to a Group Member, and further advanced or contributed by such Group Member for purposes of making the relevant Investment in the Target Person without constituting an additional Investment for purposes of this Section 10.05 (it being understood that such Investment must satisfy the requirements of, and shall count toward any thresholds in, a provision of this Section 10.05 as if made by the applicable Credit Party directly to the Target Person).

10.06 Transactions with Affiliates. Holdings and the Borrower will not, and will not permit any other Group Member to, enter into any transaction or series of related transactions with any Affiliate of the Borrower or any other Group Member (an "Affiliate Transaction"), other than on terms and conditions deemed in good faith by the board of directors (or similar governing body) (or any committee thereof) of Holdings or the Borrower to be not less favorable to the Borrower or such other Group Member as would reasonably be obtained by the Borrower or such other Group Member at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except:

(i) Dividends (and loans and advances in lieu thereof) may be paid to the extent provided in Section 10.03;

(ii) loans and other transactions among Holdings, the Borrower and the other Group Members may be made if otherwise expressly permitted hereunder;

(iii) customary fees and indemnification (including the reimbursement of out-of-pocket expenses) may be paid to directors, officers and employees of Holdings, the Borrower and the other Group Members;

(iv) the Borrower and the other Group Members may enter into, and may make payments under, employment or other service-related agreements, employee benefits plans, stock option plans, indemnification provisions, stay bonuses, severance and other similar compensatory arrangements with current and former officers, employees, consultants and directors of Holdings, the Borrower and the other Group Members in the ordinary course of business;

(v) [reserved];

(vi) the Transaction (including Transaction Costs) shall be permitted;

(vii) [the Borrower may make payments (or make dividends to Holdings or any other Parent Company to make payments) (i) to reimburse any [Permitted Holder] or their respective Affiliates for their respective reasonable out-of-pocket expenses, and to indemnify such Person, pursuant to the terms of [the Holdings LLC Agreement] and (ii) to reimburse any shareholders for their respective reasonable and documented out-of-pocket expenses not to exceed $[__] per fiscal year and to indemnify them, pursuant to the terms of any stockholders agreement with respect to Holdings or any other Parent Company, as in effect on the Closing Date, subject to amendments, restatements, modifications and supplements not materially adverse to the Lenders in any material respect[; provided that the out-of-pocket expenses permitted to be reimbursed pursuant to this clause (vii) shall be limited to expenses charged by third parties and not Affiliates of any Group Member]];

(viii) transactions described on Schedule 10.06(viii) or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect;

(ix) Investments in Holdings' Subsidiaries and joint ventures (to the extent any such joint venture is only an Affiliate as a result of Investments by Holdings and the other Group Members in such joint venture) to the extent otherwise permitted under Section 10.05;

(x) [reserved];

(xi) transactions between the Borrower or any other Group Member and any Person that is an Affiliate solely due to the fact that a director of such Person is also a director of the Borrower or any other Group Member (and is not an Affiliate of the Borrower or any other Group Member for any other reason); provided, however, that such director abstains from voting as a director of the Borrower or such other Group Member, as the case may be, on any matter involving such other Person;

(xii) [reserved];

(xiii) transactions with joint ventures entered into in the ordinary course of business;

(xiv) [reserved];

(xv) transactions (a) in connection with the issuance of Equity Interests in the form of common stock or Qualified Preferred Stock of Holdings to any [Permitted Holder] or any Parent Company, or to any director, officer, employee or consultant thereof or (b) related to any Affiliate's capacity as holder of Indebtedness or preferred equity of Holdings and the other Group Members (including such Affiliate's exercise of any permitted rights with respect thereto) so long as such transaction is with all holders of such

class of Indebtedness or preferred equity and such Affiliates are treated no more favorably than the other holds of such class generally;

(xvi) the entry into any tax-sharing arrangements between the Borrower or any other Group Member and any of their direct or indirect parents; *provided*, *however*, that any payment made by the Borrower or any other Group Member under such tax-sharing arrangements is, at the time made, otherwise permitted hereunder;

(xvii) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of goods or services that are Affiliates, 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 other Group Members, or made in the reasonable determination of senior management or the board of directions (or similar governing body) of the Borrower or any direct or indirect parent of the Borrower;

(xviii) to the extent not otherwise prohibited by this Agreement, transactions between or among Cayman Holdings, the Caymen Borrower and any one or more of the other Group Members shall be permitted (including equity issuances);

(xix) [reserved]; and

(xx) transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of the Borrower and the other Group Members and not for the purpose of circumventing any covenant set forth in this Agreement, so long as after giving effect to such transactions, the security interest of the Collateral Agent in the Collateral for the benefit of the Secured Creditors taken as a whole is not materially impaired.

10.07 Limitations on Payments, Certificate of Incorporation, By-Laws and Certain Other Agreements, etc. The Borrower will not, and will not permit any other Group Member to:

(i) make (or give any notice (other than any such notice that is expressly contingent upon the repayment in full in cash of all Obligations other than any indemnification obligations arising hereunder which are not due and payable and other than obligations in respect of Designated Interest Rate Protection Agreements or Designated Treasury Services Agreements) in respect of) any voluntary or optional payment or prepayment on or redemption or acquisition for value of, or any prepayment or redemption as a result of any asset sale, Change of Control or similar event of (including, in each case by way of depositing money or securities with the trustee with respect thereto or any other Person before due for the purpose of paying when due), (1) any Indebtedness under any Subordinated Indebtedness or (2) any Indebtedness that is unsecured or secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Obligations, (clauses (1) and (2), collectively, "Restricted Indebtedness") except, in the case of each of clauses (1) and (2), that (A) the Borrower may consummate the Transaction on the Closing Date, (B) Restricted Indebtedness may be repaid, redeemed, repurchased or defeased (and any applicable deposit of money or securities with the trustee with respect thereto or any other Person for the purpose of paying such Subordinated Indebtedness when due may be

made) in an aggregate amount not to exceed the greater of $[__] and [__]% of Consolidated EBITDA of the Group Members as of the most recently ended Test Period, (C) [reserved], (D) Revolving Loans outstanding under the USS Revolver Credit Agreement may be repaid and (E) Indebtedness outstanding under the USS ABL Credit Agreement may be repaid; *provided*, that nothing herein shall otherwise prevent Borrower and the other Group Members from refinancing any Indebtedness with Permitted Refinancing Indebtedness, paying regularly scheduled interest payments and payment of fees, expenses and indemnification obligations without utilizing any of the basket capacities of this Section 10.07(i);

(ii) [reserved];

(iii) [reserved];

(iv) [amend or modify, or permit the amendment or modification of any provision of, any USS Intercompany Credit Document without the prior written consent of the Required Lenders (which may be communicated through counsel by e-mail)]; and

(v) amend, modify or change its certificate or articles of incorporation (including, by the filing or modification of any certificate or articles of designation) or certificate of registration, limited liability company agreement or by-laws (or the equivalent organizational or formation documents); accounting policies or reporting policies (except as required by U.S. GAAP or, for Foreign Subsidiaries, as required by generally accepted accounting principles in their respective jurisdictions of formation), as applicable, or any agreement entered into by it with respect to its Equity Interests, or enter into any new agreement with respect to its Equity Interests, unless such amendment, modification, change or other action contemplated by this clause (v) (when taken as a whole) is not materially adverse in the aggregate to the interests of the Lenders.

10.08 Limitation on Certain Restrictions on Group Members. The Borrower will not, and will not permit any other Group Member to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Subsidiary to (a) pay dividends or make any other distributions on its capital stock, shares membership interests or any other interest or participation in its profits owned by the Borrower or any other Group Member, or pay any Indebtedness owed to the Borrower or any other Group Member, (b) make loans or advances to the Borrower or any other Group Member or (c) transfer any of its properties or assets to the Borrower or any other Group Member, except for such encumbrances or restrictions existing under or by reason of:

(i) Requirements of Law;

(ii) this Agreement and the other Credit Documents, the USS ABL Credit Agreement, the USS Revolver Credit Agreement, the USS Intercompany Credit Agreement, and the other definitive documentation entered into in connection with any of the foregoing;

(iii) [reserved];

(iv) customary provisions restricting subletting or assignment of any lease governing any leasehold interest of the Borrower or any other Group Member;

(v) customary provisions restricting assignment of any licensing agreement (in which the Borrower or any other Group Member is the licensee) or other contract entered into by the Borrower or any other Group Member in the ordinary course of business;

(vi) restrictions on the transfer of any asset pending the close of the sale of such asset;

(vii) any agreement or instrument governing Indebtedness assumed in connection with a Permitted Acquisition, to the extent the relevant encumbrance or restriction was not agreed to or adopted in connection with, or in anticipation of, the respective Permitted Acquisition and does not apply to the Group Members, or the properties of any such Person, other than the Persons or the properties acquired in such Permitted Acquisition;

(viii) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(ix) any agreement or instrument relating to Indebtedness of a Foreign Subsidiary incurred pursuant to Section 10.04 to the extent such encumbrance or restriction only applies to such Foreign Subsidiary and any Subsidiary of such Foreign Subsidiary;

(x) an agreement effecting a refinancing, replacement or substitution of Indebtedness issued, assumed or incurred pursuant to an agreement or instrument referred to in clause (vii) above; *provided* that the provisions relating to such encumbrance or restriction contained in any such refinancing, replacement or substitution agreement are no less favorable to the Borrower or the Lenders in any material respect than the provisions relating to such encumbrance or restriction contained in the agreements or instruments referred to in such clause (vii);

(xi) restrictions on the transfer of any asset subject to a Lien permitted by Section 10.01;

(xii) restrictions and conditions imposed by the terms of the documentation governing any Indebtedness of a Group Member that is not a Group Guarantor, which Indebtedness is permitted by Section 10.04;

(xiii) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 10.05 and applicable solely to such joint venture;

(xiv) [reserved]; and

(xv) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money permitted under Section 10.04 but only if such negative

pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Creditors with respect to the credit facilities established hereunder and the Obligations under the Credit Documents on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Obligations under the Credit Documents equally and ratably or on a junior basis.

10.09 Business.

(a) The Borrower will not permit at any time the business activities taken as a whole conducted by the Borrower and the other Group Members to be materially different from the business activities taken as a whole conducted by the Borrower and the other Group Members on the Closing Date (after giving effect to the Transaction) except that the Borrower and the other Group Members may engage in any Similar Business.

(b) Holdings and Cayman Holdings will not engage in any business other than its ownership of the capital stock or shares of or membership interests in, and the management of, the Borrower and the Cayman Borrower and, indirectly, the Group Members and activities incidental thereto; *provided* that Holdings and Cayman Holdings may engage in those activities that are incidental to (i) the maintenance of its existence, registration and good standing (as applicable) in compliance with Requirements of Law, (ii) legal, tax, administrative and accounting matters in connection with any of the foregoing or following activities, (iii)(A) in the case of Holdings, the entering into, and performing its obligations under, this Agreement, the USS ABL Credit Agreement, the USS Revolver Credit Agreement, the USS Intercompany Credit Agreement and the other definitive documentation entered into in connection with any of the foregoing and (B) in the case of Cayman Holdings, the entering into, and performing its obligations under, this Agreement, the USS ABL Credit Agreement, the USS Revolver Credit Agreement, the USS Intercompany Credit Agreement and the other definitive documentation entered into in connection with any of the foregoing, (iv) solely in the case of Holdings, the issuance, sale or repurchase of its Equity Interests and the receipt of capital contributions, (v) the making of dividends or distributions on its Equity Interests, in compliance with each of this Agreement, the USS ABL Credit Agreement, the USS Revolver Credit Agreement and the USS Intercompany Credit Agreement, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) in the case of Holdings, the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of (and the entry into, and exercise of rights and performance of obligations in respect of, contracts and agreements with) transfer agents, private placement agents, underwriters, counsel, accountants and other advisors and consultants, (ix) the performance of obligations under and compliance with its memorandum and articles of association, certificate of incorporation and by-laws, certificate of registration, and limited liability company agreement, or any Requirements of Law, ordinance, regulation, rule, order, judgment, decree or permit, including as a result of or in connection with the activities of the other Group Members, (x) the incurrence and payment of its operating and business expenses and any taxes for which it may be liable (including reimbursement to Affiliates for such expenses paid on its behalf), (xi) the consummation of, and ongoing activities or performance in connection with the Transaction, (xii)(A) in the case of Cayman Holdings, the making of loans or other Investments and incurrences of Indebtedness permitted by this Agreement and (B) in the case of Holdings,

guarantees of Indebtedness of any Group Member to the extent incurred by such Group Member is not prohibited by this Agreement, (xiii) [reserved] and (xiv) any other activity expressly contemplated by this Agreement to be engaged in by Holdings or Cayman Holdings, as applicable, including, without limitation, repurchases of obligations and other permitted Indebtedness of the Borrower, the Cayman Borrower and the other Group Members permitted hereunder.

10.10 Negative Pledges. Holdings and the Borrower shall not, and shall not permit any other Group Member to, agree or covenant with any Person to restrict in any way its ability to grant any Lien on its assets in favor of the Collateral Agent for the benefit of the Secured Creditors, other than pursuant to the USS Revolver Intercreditor Agreement or the USS ABL Intercreditor Agreement, and except that this Section 10.10 shall not apply to:

(i) any covenants contained in this Agreement or any other Credit Documents or that exist on the Closing Date;

(ii) covenants existing under the USS ABL Credit Agreement, the USS Revolver Credit Agreement or the USS Intercompany Credit Agreement, each as in effect on the Closing Date (or as amended in a manner consistent with any amendment to this Agreement or the other Credit Documents), and the other definitive documentation entered into in connection with any of the foregoing;

(iii) [reserved];

(iv) covenants and agreements made in connection with any agreement relating to secured Indebtedness permitted by this Agreement but only if such covenant or agreement applies solely to the specific asset or assets to which such Lien relates;

(v) customary provisions in leases, subleases, licenses or sublicenses and other contracts restricting the right of assignment thereof;

(vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures that are applicable solely to such joint venture;

(vii) restrictions imposed by law;

(viii) customary restrictions and conditions contained in agreements relating to any sale of assets or Equity Interests pending such sale; *provided* such restrictions and conditions apply only to the Person or property that is to be sold;

(ix) contractual obligations binding on a Group Member at the time such Group Member first becomes a Group Member, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Group Member;

(x) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money entered into after the Closing Date and otherwise permitted under Section 10.04 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Administrative Agent and/or the Collateral Agent and the Secured Creditors with respect to the credit facilities established hereunder and the

Obligations under the Credit Documents on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens securing the Obligations under the Credit Documents equally and ratably or on a junior basis;

(xi) restrictions on any Foreign Subsidiary pursuant to the terms of any Indebtedness of such Foreign Subsidiary permitted to be incurred hereunder;

(xii) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business; and

(xiii) any restrictions on Liens imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i), (ii), (ix), (x) and (xi) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, not materially more restrictive, taken as a whole, with respect to such encumbrance and other restrictions than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

10.11 Reserved.

10.12 Additional Covenants.

(a) [Reserved].

(b) In no event shall any Credit Party make, or permit any other Credit Party to make, any disposition (whether pursuant to a sale, lease, license, transfer, Investment, payment of Dividends or otherwise [and which shall be deemed to include the transfer or re-hiring of management and/or any other employees and the entry or re-entry into contracts with current or former customers of the Credit Parties]) in or to any Affiliate or Subsidiary that is not a Credit Party consisting of assets that are material to the business of the Credit Parties, taken as a whole.

(c) [In no event shall (x) any Group Member prepay or repay the principal amount of any outstanding USS Intercompany Loans, in whole or in part (other than prepayments or repayments of then-outstanding USS Intercompany Loans to fund the contemporaneous prepayment or repayment of Term Loans outstanding hereunder in a manner permitted under this Agreement), and/or (y) the Borrower transfer any of its rights under the USS Intercompany Credit Agreement or any of the other USS Intercompany Credit Documents or its rights in respect of the USS Intercompany Loans, in each case of clauses (x) and (y), without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders)].

(d) Holdings and the Borrower shall not, and shall not permit any other Group Member to, directly or indirectly, (i) create, incur, assume or otherwise become or remain liable with respect to any Indebtedness or issue any Equity Interests, (ii) create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of

any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, (iii) make or own any Investment in any other Person, (iv) enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution) or (v) convey, sell, lease or otherwise dispose of all or any part of its property or assets or to otherwise engage in any other activity, in each case, that is undertaken in connection with a Liability Management Transaction.

(e) Notwithstanding anything herein to the contrary, and excluding, for the avoidance of doubt, the USS Intercompany Credit Documents, no Group Member that is not a Guarantor may have Indebtedness (including guarantees by a Group Member of Indebtedness incurred by a non-Group Member) owed to it from a Credit Party unless such Indebtedness is unsecured, subordinated in all respects to the Obligations, and subject to the Intercompany Subordination Agreement.

Section 11.Events of Default.

Upon the occurrence of any of the following specified events (each, an "Event of Default"):

11.01 Payments. The Borrower shall (i) default in the payment when due of any principal of any Loan or (ii) default, and such default shall continue unremedied for five (5) or more Business Days, in the payment when due of any interest on any Loan, or any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.02 Representations, etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or in any certificate delivered to the Administrative Agent, the Collateral Agent or any Lender pursuant hereto or thereto shall prove to be untrue in any material respect (without duplication of materiality qualifiers) on the date as of which made or deemed made; or

11.03 Covenants. Holdings, the Borrower or any other Group Member shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(f)(i), 9.04 (as to the Borrower), [9.11, 9.14(a),] Section 10 or (ii) default in the due performance or observance by it of any other term, covenant or agreement contained in this Agreement or in any other Credit Document (other than those set forth in Sections 11.01 and 11.02), and such default shall continue unremedied for a period of thirty (30) days after written notice thereof to the Borrower by the Administrative Agent, the Collateral Agent or the Required Lenders; or

11.04 Default Under Other Agreements. (i) Holdings, the Borrower or any other Group Members shall (x) default in any payment of any Indebtedness (other than Indebtedness under this Agreement) beyond the period of grace, if any, provided in an instrument or agreement under which such Indebtedness was created or (y) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than Indebtedness under this Agreement) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent

on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity or (ii) any Indebtedness (other than Indebtedness under this Agreement) of Holdings, the Borrower or any other Group Member shall be declared to be (or shall become) due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; provided that (A) it shall not be a Default or an Event of Default under this Section 11.04 unless the aggregate principal amount of all Indebtedness as described in the preceding clauses (i) and (ii) is at least equal to the Threshold Amount and (B) the preceding clause (ii) shall not apply to Indebtedness that becomes due as a result of a voluntary sale or transfer of, or Recovery Event with respect to, the property or assets securing such Indebtedness, if such sale or transfer or Recovery Event is otherwise permitted hereunder and [(C) an Event of Default under clause (i) of this Section 11.04 with respect to the USS ABL Credit Agreement shall not be an Event of Default until the earliest of (I) in the case of a payment event of default, the first date on which such payment event of default shall continue unremedied for a period of thirty (30) days after the date of such event of default (during which period such default is not waived or cured), (II) the date on which the Indebtedness under the USS ABL Credit Agreement has been accelerated as a result of such default and (III) the date on which the administrative agent, the collateral agent and/or the lenders under the USS ABL Credit Agreement have exercised their secured creditor remedies as a result of such default]; or

11.05 Bankruptcy, etc. Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy", as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary), and the petition is not dismissed within sixty (60) days, after commencement of the case; or a custodian (as defined in the Bankruptcy Code), receiver, receiver-manager, trustee, monitor is appointed for, or takes charge of, all or substantially all of the property of Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary), or Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) commences any other case or proceeding under Debtor Relief Law or similar law of any jurisdiction whether now or hereafter in effect relating to Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary), or there is commenced against Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) any such case or proceeding which remains undismissed for a period of sixty (60) days, or Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) suffers any appointment of any custodian, receiver, receiver-manager, trustee, monitor or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) makes a general assignment for the benefit of creditors; or any corporate, limited liability company or similar action is taken by Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) for the purpose of effecting any of the foregoing; or

11.06 ERISA. (a) An ERISA Event has occurred with respect to a Plan or Multiemployer Plan which has resulted or would reasonably be expected to result in a Material Adverse Effect; or

(b) there is or arises Unfunded Pension Liability which has resulted or would reasonably be expected to result in a Material Adverse Effect; or

11.07 Security Documents. Any of the Security Documents shall cease to be in full force and effect, or shall cease to give the Collateral Agent for the benefit of the Secured Creditors the Liens, rights, powers and privileges purported to be created thereby (including (to the extent provided therein), a perfected security interest, to the extent required by the Credit Documents, in, and Lien on, all or any material portion of the Collateral (other than as a result of the failure of the Collateral Agent to file continuation statements or the failure of the Collateral Agent or the collateral agent or trustee under the USS ABL Credit Agreement (as bailee for the Collateral Agent pursuant to the USS ABL Intercreditor Agreement) to maintain possession of possessory collateral delivered to it)), in favor of the Collateral Agent, superior to and prior to the rights of all third Persons (except as permitted by Section 10.01); or

11.08 Credit Documents. Any Credit Document (other than a Security Document) shall cease to be in full force and effect as to any Credit Party (other than any Credit Party otherwise qualifying as an Immaterial Subsidiary, whether or not so designated), or any Credit Party or any Person acting for or on behalf of such Credit Party shall deny or disaffirm in writing such Credit Party's obligations under such Credit Document to which it is a party; or

11.09 [USS Intercompany Loan. The USS Intercompany Loan shall cease to be in full force and effect as to any Credit Party that is a borrower or guarantor thereunder, or any such Credit Party or any Person acting for or on behalf of such Credit Party shall deny or disaffirm in writing such Credit Party's obligations under the USS Intercompany Loan]; or

11.10 Judgments. One or more judgments or decrees shall be entered against Holdings, the Borrower or any other Group Member (other than any Immaterial Subsidiary) involving in the aggregate for Holdings, the Borrower and the other Group Members (other than any Immaterial Subsidiary) a liability or liabilities (not paid or fully covered (other than to the extent of any deductible) by a reputable and solvent insurance company with respect to judgments for the payment of money) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of sixty (60) consecutive days, and the aggregate amount of all such judgments and decrees (to the extent not paid or fully covered (other than to the extent of any deductible) by such insurance company) equals or exceeds the Threshold Amount; or

11.11 Change of Control. A Change of Control shall occur;

then and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent, upon the written request of the Required Lenders, shall by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any Lender or the holder of any Note to enforce its claims against any Credit Party (*provided* that, if an Event of Default specified in Section 11.05 shall occur with respect to the Borrower, the result of which would occur upon the giving of written notice by the Administrative Agent as specified in clauses (i) and (ii) below shall occur automatically without the giving of any such notice): (i) declare the Total Commitment terminated, whereupon all Commitments of each Lender shall forthwith terminate immediately; (ii) declare

the principal of and any accrued interest in respect of all Loans and the Notes and all Obligations (including Prepayment Premium) owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Credit Party; (iii) enforce, as Collateral Agent, all of the Liens and security interests created pursuant to the Security Documents and (iv) enforce each Guaranty.

Section 12. The Administrative Agent and the Collateral Agent.

12.01 Appointment and Authorization.

(a) Each of the Lenders hereby irrevocably appoints WSFS to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Section 12 (other than Sections 12.08, 12.10 and 12.11) are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Credit Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) WSFS shall also act as the "Collateral Agent" and "security trustee" under the Credit Documents, and each of the Lenders (on behalf of itself and its Affiliates, including in its capacity as a potential Guaranteed Creditor under a Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement) hereby irrevocably appoints and authorizes WSFS to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any Credit Party to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, WSFS, as "Collateral Agent" or "security trustee" and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 12.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Section 12 and Section 13 (including Section 13.01, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" or "security trustee" under the Credit Documents) as if set forth in full herein with respect thereto, and any reference to the Administrative Agent shall be interpreted accordingly to include references to the Collateral Agent. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the Collateral Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Guaranteed Creditors with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

(c) Each of the Lenders (including in its capacity as a potential Guaranteed Creditor under a Designated Interest Rate Protection Agreement or a Designated Treasury Services Agreement) hereby authorizes the Administrative Agent and/or the Collateral Agent to enter into the USS ABL Intercreditor Agreement, USS Revolver Intercreditor Agreement and any Junior Lien Intercreditor Agreement and any supplement thereto permitted under this Agreement without any further consent by any Lender and any such intercreditor agreement shall be binding upon the Lenders.

12.02 Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent and/or the Collateral Agent. The Administrative Agent, the Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 12 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent or the Collateral Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent and as Collateral Agent, as applicable. The Administrative Agent or Collateral Agent shall not be responsible for the negligence or misconduct of any sub-agents, except to the extent that a court of competent jurisdiction determines in a final non-appealable judgment that the Administrative Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

12.03 Exculpatory Provisions. The Administrative Agent and the Collateral Agent, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent or the Collateral Agent, as applicable:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent and/or the Collateral Agent are required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents); *provided* that each of the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent, as applicable, to liability or that is contrary to any Credit Document or applicable law;

(c) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Credit Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent and/or the Collateral Agent or any of their respective Related Parties in any

capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein;

(d) shall not be liable for any action taken or not taken by it (i) 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 Agent and/or the Collateral Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11 and 13.12) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction and by a final and non-appealable judgment. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default and clearly labeled "notice of default" (or similar language) is given to the Administrative Agent and the Collateral Agent by the Borrower or a Lender; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any recital, statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report, statement or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, (vi) any failure to monitor or maintain any part of the Collateral, the payment of taxes with respect to the Collateral, maintaining or preserving insurance on (including any flood insurance or for determining whether any flood insurance is or should be obtained with respect to the Collateral), or (vii) the satisfaction of any condition set forth in Section 6 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent and/or the Collateral Agent.

For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Agents herein and in any other Credit Documents (including without limitation this Section 12), phrases such as "satisfactory to the Administrative Agent," "approved by the Administrative Agent," "acceptable to the Administrative Agent," "as determined by the Administrative Agent," "in the Administrative Agent's discretion," "selected by the Administrative Agent," "elected by the Administrative Agent," "requested by the Administrative Agent," and phrases of similar import that authorize and permit the Agents to approve, disapprove, determine, act or decline to act in their discretion shall be subject to the Agents receiving Direction of the Required Lenders to take such action or to exercise such rights.

12.04 Reliance by Administrative Agent and Collateral Agent. Each of the Administrative Agent and the Collateral Agent shall be entitled to rely upon, 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. Each of the Administrative Agent and the Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the

satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative 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.

12.05 Reserved.

12.06 Non-reliance on the Administrative Agent, Collateral Agent and the Other Lenders.

(a) Each Lender expressly acknowledges that none of the Administrative Agent nor the Collateral Agent has made any representation or warranty to it, and that no act by the Administrative Agent or the Collateral Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Credit Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Collateral Agent to any Lender as to any matter, including whether the Administrative Agent or the Collateral Agent have disclosed material information in their (or their Related Parties') possession. Each Lender represents to the Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties and their Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties. Each Lender represents and warrants that (i) the Credit Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender, in each case in the ordinary course of business, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender agrees not to assert a claim in contravention of the foregoing) and (iii) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

(b) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity,

in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments, this Agreement and any other Credit Documents (ii) may recognize a gain if it extended the Loans, or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Credit Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

12.07 Indemnification by the Lenders. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent Party (to the extent not reimbursed by or on behalf of any Credit Party and without limiting the obligation of any Credit Party to do so), pro rata, and hold harmless each Agent Party from and against any and all liabilities to the extent incurred by it; provided that no Lender shall be liable for the payment to an Agent Party to the extent such liability resulted from such Agent Party's own gross negligence or willful misconduct, as determined by the final non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.07. In the case of any investigation, litigation or proceeding giving rise to any liabilities hereunder, this Section 12.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse each Agent Party upon demand for its ratable share of any costs or out of pocket expenses incurred by such Agent Party in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent Party is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertakings in this Section 12.07 shall survive the termination of this Agreement and the resignation or removal of the Administrative Agent.

12.08 Rights as a Lender. The Person serving as the Administrative Agent hereunder, to the extent such Person is a Lender, shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

12.09 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any case or proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 4.01 and 13.01) 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, debtor, debtor-in-possession, or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 4.01 and 13.01.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition or similar dispositive restructuring plan affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such case or proceeding.

The Secured Creditors hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to (subject to the USS ABL Intercreditor Agreement and the USS Revolver Intercreditor Agreement) credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any comparable provisions of any other applicable Debtor Relief Laws or any similar laws in any other jurisdictions to which a Credit Party is subject or (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Creditors shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation

of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (*provided* that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a)(i) through (a)(v) of Section 13.12 of this Agreement), and (iii) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders *pro rata* and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Creditor or any acquisition vehicle to take any further action.

12.10 Resignation of the Agents. Each of the Administrative Agent and the Collateral Agent may resign as the Administrative Agent or Collateral Agent, as applicable, upon thirty (30) days' written notice to the Lenders and the Borrower; *provided* that, if at the time of such resignation, there is a successor Administrative Agent or Collateral Agent, as applicable, satisfactory to each of the resigning Agent, the incoming Agent and the Borrower, each, in its sole discretion, then the resigning Agent, the incoming Agent and the Borrower may agree to waive or shorten the thirty (30) day notice period. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the Borrower's consent (other than during the existence of an Event of Default under Section 11.01 or 11.05), to appoint a successor, which shall be a bank or, with the prior written consent of the Borrower, other financial institution with an office in the United States, or an Affiliate of any such bank or financial institution with an office in the United States. If no such successor shall have been so appointed by the Required Lenders (and consented to by the Borrower, to the extent so required) and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent or Collateral Agent gives notice of its resignation, then the retiring Administrative Agent or Collateral Agent may, with the Borrower's consent (other than during the existence of an Event of Default under Section 11.01 or 11.05), on behalf of the Lenders, appoint a successor Administrative Agent or successor Collateral Agent, as applicable, but is under no obligation to, in each case meeting the qualifications set forth above; *provided* that if the Administrative Agent or the Collateral Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment within such period, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent or retiring Collateral Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the Secured Creditors' security interest thereon until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to

each Lender directly, until such time as the Required Lenders (with the consent of the Borrower, to the extent so required) appoint a successor Administrative Agent as provided for above in this Section 12.10. Upon the acceptance of a successor's appointment as Administrative Agent or as Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent or Collateral Agent, as applicable, and the retiring Administrative Agent or retiring Collateral Agent, as applicable, shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). After the retiring Administrative Agent's or retiring Collateral Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 and Section 13.01 shall continue in effect for the benefit of such retiring Administrative Agent or Collateral Agent, as applicable, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent (including for this purpose, holding any collateral security following the retirement or removal of the Administrative Agent).

12.11 Collateral Matters and Guaranty Matters. Each of the Lenders (including in its capacity as a potential Guaranteed Creditor under a Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement) irrevocably authorizes the Administrative Agent or Collateral Agent, as applicable (and subject to the provisions of the USS ABL Intercreditor Agreement, the USS Revolver Intercreditor Agreement and any Junior Lien Intercreditor Agreement):

(i) to release, and to evidence the automatic release of, any Lien on any property granted to or held by the Collateral Agent under any Credit Document (A) upon termination of the Commitments and payment in full of all Obligations (other than (x) contingent indemnification obligations and (y) obligations and liabilities under Designated Interest Rate Protection Agreements and Designated Treasury Services Agreements), (B) that is sold or disposed of or to be sold or disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Credit Document to a Person that is not a Credit Party or Subsidiary thereof, (C) that constitutes Excluded Collateral, (D) if the property subject to such Lien is owned by a Group Guarantor, subject to Section 13.12, upon release of such Group Guarantor from its obligations under the Guaranty Agreement pursuant to clause (ii) below or (E) if approved, authorized or ratified in writing in accordance with Section 13.12;

(ii) to release any Group Guarantor from its obligations under the Guaranty Agreement if such Person ceases to be a Group Member or becomes an Excluded Subsidiary as a result of a transaction permitted hereunder; *provided* that in the case of any such Group Guarantor that becomes an Excluded Subsidiary solely as a result of becoming a non-Wholly-Owned Subsidiary, such Group Guarantor shall only be released from its obligations under this Agreement or the Guaranty Agreement, as applicable, pursuant to this clause (ii) if such Group Member became a non-Wholly-Owned Subsidiary pursuant to a transaction where such Subsidiary becomes a bona fide joint venture where the other Person taking an equity interest in such Subsidiary is not an Affiliate of Holdings (other than as a result of such joint venture);

(iii) to release or subordinate any Lien on any property granted to or held by the Collateral Agent under any Credit Document to the holder of any Lien on such property that is permitted by [Sections 10.01(iv)(B) (solely with respect to subordination (and not release) of Liens granted to or held by the Collateral Agent on any ABL Collateral), (vi) or (xiv)], and to execute and/or deliver documents to evidence the release or non-existence of, any Lien securing the Obligations upon any Excluded Collateral; and

(iv) to enter into the USS Revolver Intercreditor Agreement, any Junior Lien Intercreditor Agreement and the USS ABL Intercreditor Agreement.

Upon request by the Administrative Agent or Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's and Collateral Agent's authority to release or subordinate its interest in particular types or items of property, to provide that its interests in particular types or items of property are equal to the interests of any other Person or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 12.11. In each case as specified in this Section 12.11, the Administrative Agent and Collateral Agent will (and each Lender irrevocably authorizes the Administrative Agent and Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Credit Party such documents, including termination or partial release statements, as such Credit Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents, to subordinate its interest in such item or to provide its interests are equal to the interests of any other Person, or to release such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Credit Documents and this Section 12.11.

The Administrative Agent and Collateral Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's and Collateral Agent's Lien thereon, or any certificate prepared by any Credit Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Without limitation of the operation of the releases described above or in any Security Document, a certificate of a Responsible Officer delivered either at the request of the Administrative Agent or Collateral Agent or at the option of the Borrower, in either case, to the Administrative Agent or Collateral with respect to any release described in this Section 12.11 stating that the Borrower has determined in good faith that such release satisfies the foregoing requirements shall be conclusive evidence that such release satisfies the foregoing requirement and such automatic release has occurred (and the Administrative Agent and the Collateral Agent will rely conclusively on such certificate without further inquiry), and the Administrative Agent and the Collateral Agent shall promptly execute and deliver all documentation evidencing such release and requested by the Borrower.

12.12 Designated Interest Rate Protection Agreements and Designated Treasury Services Agreements. No Guaranteed Creditor that is a counterparty to a Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement, in its capacity as such, that obtains the benefits of any Guaranty or any Collateral by virtue of the provisions hereof or of any

Guaranty or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as an Agent or a Lender and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Section 12.12 to the contrary, the Administrative Agent and Collateral Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Designated Interest Rate Protection Agreements and Designated Treasury Services Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Guaranteed Creditor. Each Guaranteed Creditor that is a counterparty to a Designated Interest Rate Protection Agreement or Designated Treasury Services Agreement, in its capacity as such, agrees to be bound by this Section 12 to the same extent as a Lender hereunder.

12.13 Withholding Taxes. 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. If the Internal Revenue Service or any other relevant Governmental Authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, because the appropriate documentation 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), such Lender shall, within ten (10) days after written demand therefor, indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any Credit Party pursuant to Section 5.05 and without limiting or expanding the obligation of any Credit Party to do so) for such Tax, together with all reasonable expenses incurred in connection therewith, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply all amounts at any time owing to such Lender under this Agreement, any other Credit Document or from any other sources against any amount due to the Administrative Agent under this Section 12.13. The agreements in this Section 12.13 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.

12.14 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Administrative Agent or any of its respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

12.15 Recovery of Erroneous Payments.

(a) Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error (any such funds, whether as a payment,

prepayment or repayment of principal, interest, fees or otherwise, individually and collectively, an "Erroneous Payment") to any Lender (the "Recipient Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, then in any such event, each Recipient Party receiving an Erroneous Payment severally agrees to repay to the Administrative Agent forthwith on demand the Erroneous Payment (or the demanded portion thereof) received by such Recipient Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Erroneous Payment is received by it to but excluding the date of payment to the Administrative Agent, at 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. Each Recipient Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Erroneous Payment. The Administrative Agent shall inform each Recipient Party promptly upon determining that any payment made to such Recipient Party comprised, in whole or in part, an Erroneous Payment.

(b) Without limiting the immediately preceding clause (a), each Lender hereby further agrees that if it (or an Recipient Party on its behalf) receives a payment from the Administrative Agent (x) in a different amount or on a different date than the amount or date specified in a notice of payment sent by the Administrative Agent with respect to such payment, (y) that was not preceded or accompanied by a notice of payment sent by the Administrative Agent, or (z) that Lender (or Recipient Party on its behalf) otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) then, in each case, such Lender shall presume that an error has been made (absent written confirmation from the Administrative Agent) and shall promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, the details thereof and that it is so notifying the Administrative Agent pursuant to this Section 12.15(b).

(c) Each Recipient Party hereby authorizes the Administrative Agent to set off, net and apply any amounts at any time owing to such Recipient Party under any Credit Document against any amount due to the Administrative Agent under the preceding clause (a).

(d) The Borrower and each other Credit Party hereby agrees that (i) in the event an Erroneous Payment (or portion thereof) is not recovered from any Recipient Party (and without limiting the Administrative Agent's rights and remedies under this Section 12.15), the Administrative Agent shall be subrogated to all the rights of such Recipient Party with respect to such amount (such rights, the "Erroneous Payment Subrogation Rights") and (ii) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party. If the amount of any Erroneous Payment is subsequently recovered by the Administrative Agent or its Affiliates, the Administrative Agent or such Affiliate shall return to the applicable Recipient Party either (x) the Loans acquired pursuant to this clause (d) or (y) if applicable, the proceeds of such Loans. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or any Erroneous Payment Subrogation Rights or other rights of the Administrative Agent in respect of an Erroneous Payment) result in the Administrative Agent becoming or being deemed to be a Lender hereunder or the holder of any Loans hereunder.

(e) In addition to any rights and remedies of the Administrative Agent provided by law, the Administrative Agent shall have the right, without prior notice to any Lender, any such notice being expressly waived by such Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 12.15 and which has not been returned to the Administrative Agent, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or any Affiliate, branch or agency thereof to or for the credit or the account of such Lender. The Administrative Agent agrees to promptly notify the Lender after any such setoff and application made by the Administrative Agent; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 13.Miscellaneous.

13.01 Payment of Expenses, etc.

(a) The Credit Parties hereby jointly and severally agree, (I) on the Closing Date, to pay all reasonable invoiced out-of-pocket fees, costs and expenses of the Agents and the Lenders relating to the Transaction incurred as of the Closing Date (limited, in the case of professional fees and expenses, to the reasonable fees and disbursements of the Designated Advisors) and (II) from and after the Closing Date, to: (i) pay all reasonable invoiced out-of-pocket costs and expenses of the Agents and the Lenders (limited, in the case of legal expenses, to the reasonable fees and disbursements of one outside counsel for the Agents, one outside counsel for the Lenders and, if reasonably necessary, one local counsel in any relevant jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions)) for the Agents and the Lenders (taken as a whole) in connection with (x) the preparation, execution, enforcement and delivery of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein, (y) the administration hereof and thereof and any amendment, waiver or consent relating hereto or thereto (whether or not effective) and (z) their syndication efforts with respect to this Agreement; (ii) pay all reasonable invoiced out-of-pocket fees, costs and expenses of the Agents and each Lender in connection with the enforcement of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work-out" or pursuant to any insolvency or bankruptcy cases or proceedings (limited, in the case of legal expenses, to the reasonable fees and disbursements of one outside counsel for the Agents, one outside counsel for the Lenders and, if reasonably necessary, one local counsel in any relevant jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions) for the Agents and the Lenders (taken as a whole) and, in the case of an actual or perceived conflict of interest where any Indemnified Person affected by such conflict informs the Borrower of such conflict, of a single additional firm of counsel in each relevant jurisdiction for all similarly situated affected Indemnified Persons); and (iii) indemnify each Agent, each Lender (including, for the avoidance of doubt, the Fronting Lender) and their respective Affiliates, and the partners, shareholders, officers, directors, employees, agents, trustees, representatives and investment advisors of each of the foregoing, in each case, together with their respective successors and assigns (each, an "Indemnified Person") from and hold each of them harmless against any and

all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) (but excluding any Taxes, other than Taxes that represent liabilities, obligations, losses, damages, penalties, actions, costs, expenses, disbursements etc. arising from a non-Tax claim) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (a) any investigation, litigation or other proceeding (whether or not any Agent or any Lender is a party thereto and whether or not such investigation, litigation or other proceeding is brought by or on behalf of any Credit Party) related to the entering into and/or performance of this Agreement or any other Credit Document or the proceeds of any Loans hereunder or the consummation of the Transaction or any other transactions contemplated herein or in any other Credit Document or the exercise of any of their rights or remedies provided herein or in the other Credit Documents, or (b) the actual or alleged presence of Hazardous Materials relating in any way to any Real Property owned, leased or operated, at any time, by the Borrower or any of its Subsidiaries; the generation, storage, transportation, handling, Release or threat of Release of Hazardous Materials by the Borrower or any of its Subsidiaries at any location, whether or not owned, leased or operated by the Borrower or any of its Subsidiaries; the non-compliance by the Borrower or any of its Subsidiaries with any Environmental Law (including applicable permits thereunder) applicable to any Real Property; or any Environmental Claim or liability under Environmental Laws relating in any way to the Borrower, any of its Subsidiaries or relating in any way to any Real Property at any time owned, leased or operated by the Borrower or any of its Subsidiaries, including, in each case, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnified Person (but excluding in each case (and each Indemnified Person, by accepting the benefits hereof, agrees to promptly refund or return any indemnity received hereunder to the extent it is later determined by a final, non-appealable judgment of a court of competent jurisdiction that such Indemnified Person is not entitled thereto) any losses, liabilities, claims, damages or expenses (i) to the extent incurred by reason of the gross negligence, bad faith or willful misconduct of the applicable Indemnified Person, any Affiliate of such Indemnified Person or any of their respective directors, officers, employees, representatives, agents, Affiliates, trustees or investment advisors, (ii) to the extent incurred by reason of any material breach of the obligations of such Indemnified Person under this Agreement or the other Credit Documents (in the case of each of the preceding clauses (i) and (ii), as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) that do not involve or arise from an act or omission by any Credit Party or any of their respective affiliates and is brought by an Indemnified Person against another Indemnified Person (other than claims against any Agent solely in its capacity as such or in its fulfilling such role)). To the extent that the undertaking to indemnify, pay or hold harmless any Agent or any Lender or other Indemnified Person set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Credit Parties shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

(b) No Agent or any Indemnified Person shall be responsible or liable to any Credit Party or any other Person for any determination made by it pursuant to this Agreement or any other Credit Document in the absence of gross negligence, bad faith or willful misconduct on

the part of such Indemnified Person (in each case, as determined by a court of competent jurisdiction in a final and non-appealable judgment).

(c) To the extent permitted by applicable law, (i) the Credit Parties shall not assert, and each Credit Party hereby waives any claim against each Agent, the Fronting Lender, each Lender and their respective Affiliates, and the partners, shareholders, officers, directors, employees, agents, trustees, representatives and investment advisors of each of the foregoing, in each case, together with their respective successors and assigns for any damages arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems and (ii) no party hereto (and no Indemnified Person or any Subsidiary or Affiliate of Holdings or the Borrower) shall be responsible to any other party hereto (or any Indemnified Person or any Subsidiary or Affiliate of Holdings or the Borrower) for any indirect, special, exemplary, incidental, punitive or consequential damages (including, any loss of profits, business or anticipated savings) which may be alleged as a result of this Agreement or any other Credit Document or the financing contemplated hereby; *provided* that nothing in this Section 13.01(c) shall limit the Credit Parties' indemnity obligations to the extent such indirect, special, punitive or consequential damages are included in any claim by a third party unaffiliated with any Indemnified Person with respect to which the applicable Indemnified Person is entitled to indemnification under Section 13.01(a).

13.02 Right of Setoff. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, the Collateral Agent, each Lender and each Guaranteed Creditor is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Credit Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) (other than accounts used exclusively for payroll, payroll taxes, fiduciary and trust purposes, and employee benefits) and any other Indebtedness at any time held or owing by the Administrative Agent, the Collateral Agent, such Lender or such Guaranteed Creditor (including, by branches and agencies of the Administrative Agent, the Collateral Agent, such Lender or such Guaranteed Creditor wherever located) to or for the credit or the account of the Borrower or any other Group Member against and on account of the Obligations and liabilities of the Credit Parties to the Administrative Agent, the Collateral Agent, such Lender or such Guaranteed Creditor under this Agreement or under any of the other Credit Documents, including all interests in Obligations purchased by such Lender or such Guaranteed Creditor pursuant to Section 13.06(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Credit Document, irrespective of whether or not the Administrative Agent, the Collateral Agent, such Lender or such Guaranteed Creditor shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. The right of setoff described in this Section 13.02 shall not apply with respect to any Excluded Collateral.

13.03 Notices.

(a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telex,

telecopier, cable communication or electronic transmission) and mailed, telegraphed, telexed, telecopied, cabled, delivered or transmitted:

(i) if to any Credit Party, the Administrative Agent or the Collateral Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.03 or such other address as shall be designated by such party in a written notice to the other parties hereto; and

(ii) if to any Lender, at its address specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower) or at such other address as shall be designated by such Lender in a written notice to the Borrower and the Administrative Agent.

All such notices and communications shall, when mailed or overnight courier, be effective when deposited in the mail, or overnight courier, as the case may be, or sent by facsimile or other electronic means of transmission, except that notices and communications to the Administrative Agent, Collateral Agent and the Borrower shall not be effective until received by the Administrative Agent, Collateral Agent or Borrower, as the case may be.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including email, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent, Collateral Agent, the Borrower or Holdings may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) (i) Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM ANY BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH ANY BORROWER MATERIALS OR THE PLATFORM. In no event shall each of the Administrative Agent and the Collateral Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings, the Borrower, the Group Guarantors, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Credit Party's or the Administrative Agent's transmission of the Borrower Materials or notices through the Platform, any other electronic messaging service, or through the Internet, in the absence of gross negligence, bad faith or willful misconduct of any Agent Party, as determined by a court of competent jurisdiction and by a final and non-appealable judgment.

13.04 Benefit of Agreement; Assignments; Participations, etc.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Administrative Agent (acting at the Direction of the Required Lenders) and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), except as contemplated by Section [10.02(vi)] and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.04. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.04 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 clause (c) below. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent 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 paragraph (b)(ii) below, any Lender may assign to one or more Eligible Transferees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower; *provided* that, the Borrower shall be deemed to have consented to an assignment of Term Loans or Term Loan Commitments unless it shall have objected thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof; *provided* that no consent of the Borrower shall be required (x) with respect to Term Loans or Term Loan Commitments, for an assignment to a Term Lender, an Affiliate of a Term Lender or an Approved Fund, (y) if an Event of Default has occurred and is continuing under Section 11.01 or 11.05, any other Eligible Transferee or (z) for assignment by the Fronting Lender pursuant to the Fronting Arrangement; and

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required (x) with respect to Term Loans or Term Loan Commitments, for an assignment to a Term Lender, an Affiliate of a Term Lender or an Approved Fund or (y) for assignment by the Fronting Lender pursuant to the Fronting Arrangement;

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of assignments (I) by the Fronting Lender pursuant to the Fronting Arrangement, (II) to a Lender or an Affiliate of a Lender or an Approved Fund or (III) an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Tranche, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 in the case of Term Loans, unless each of the Borrower and the Administrative Agent otherwise consent; *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing under Section 11.01 or 11.05;

(B) except in the case of assignments by the Fronting Lender pursuant to the Fronting Arrangement, 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 clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Tranche of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption Agreement or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption Agreement are participants, together with the payment by the assignee of a processing and recordation fee of $3,500; *provided*, that, such fee shall be waived in connection with any assignment of Initial Term Loans by the Fronting Lender; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent 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 Credit 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.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) below, from and after the effective date specified in each Assignment and Assumption Agreement the assignee thereunder shall be a party hereto and, to the extent

of the interest assigned by such Assignment and Assumption Agreement, 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 Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption Agreement 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 Sections 2.10, 5.05 and 13.01). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.04 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 clause (c) below.

(iv) The Administrative Agent, acting solely 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 Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and related interest amounts) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and, as to its own positions only, any Lender at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption Agreement executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to a Platform as to which the Administrative Agent and the parties to the Assignment and Assumption Agreement are participants, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b)(ii)(C) above and any written consent to such assignment required by clause (b)(ii) above, the Administrative Agent shall accept such Assignment and Assumption Agreement and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to this Agreement, the Administrative Agent shall have no obligation to accept such Assignment and Assumption Agreement and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (v).

(c) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more Eligible Transferees (a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrower, the Administrative

Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *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 that requires the consent of each Lender or each adversely affected Lender and that directly affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10 and 5.05 (subject to the requirements and limitations therein (it being understood that the documentation required under Sections 5.05(b) and (c) shall be delivered solely to the participating Lender; *provided*, for the avoidance of doubt, that if the participating Lender is not a U.S. Person, such Lender shall include a copy of such documentation as an exhibit to its IRS Form W-8IMY in accordance with Section 5.05(c)(x)(iv))) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.04(b); *provided* that such Participant (A) shall be subject to the provisions of Section 2.12 as if it were an assignee under Section 13.04(b); and (B) shall not be entitled to receive any greater payment under Section 2.10 or 5.05, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.13 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 13.01 as though it were a Lender; *provided* that such Participant shall be subject to Section 2.12 as though it were a Lender. 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 amounts (and related interest amounts) of each Participant's interest in the Loans or other obligations under the Credit Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under any Credit Document) to any Person except to the extent such disclosure is necessary to establish that such Commitment, Loans or other obligations are in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and, if applicable, Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) The Borrower shall also be entitled to purchase (from Lenders) outstanding principal of Term Loans in accordance with the provisions of Sections 2.20 and 2.21, which purchases shall be evidenced by assignments (in form reasonably satisfactory to the Administrative Agent) from the applicable Lender to the Borrower. Each assignor and assignee party to the relevant repurchases under Sections 2.20 and 2.21 shall render customary "big boy" disclaimer letters or any such disclaimers shall be incorporated into the terms of the Assignment and Assumption Agreement. No such transfer or assignment shall be effective until recorded by the

Administrative Agent (which the Administrative Agent agrees to promptly record) on the Register pursuant to clause (b) above. All Term Loans purchased pursuant to Sections 2.20 and 2.21 shall be immediately and automatically cancelled and retired, and the Borrower shall in no event become a Lender hereunder. To the extent of any assignment to the Borrower as described in this clause (d), the assigning Lender shall be relieved of its obligations hereunder with respect to the assigned Term Loans.

(e) Nothing in this Agreement shall prevent or prohibit any Lender from pledging its Loans and Notes hereunder to any party, including to a Federal Reserve Bank or central banking authority in support of borrowings made by such Lender from such Federal Reserve Bank or central banking authority and, with prior notification to the Administrative Agent (but without the consent of the Administrative Agent or the Borrower), any Lender which is a fund may pledge all or any portion of its Loans and Notes to its trustee or to a collateral agent providing credit or credit support to such Lender in support of its obligations to such trustee, such collateral agent or a holder of such obligations, as the case may be. No pledge pursuant to this clause (e) shall release the transferor Lender from any of its obligations hereunder.

(f) Each Lender acknowledges and agrees to comply with the provisions of this Section 13.04 applicable to it as a Lender hereunder.

(g) [Reserved].

(h) [Reserved].

(i) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent to provide to any requesting Lender, the list of Disqualified Lenders provided to the Administrative Agent by the Borrower and any updates thereto. The Borrower hereby agrees that any such requesting Lender may share the list of Disqualified Lenders with any potential assignee, transferee or participant. Notwithstanding the foregoing, each Credit Party and the Lenders acknowledge and agree that the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this Agreement relating to Disqualified Lenders or Net Short Lenders (other than with respect to assignments or participations by it (in its capacity as a Lender) of its Loans and Commitments, if any). Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Lender or Net Short Lender, (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender (other than with respect to assignments or participations by it (in its capacity as a Lender) of its Loans and Commitments, if any) or (z) have any liability with respect to or arising out of the voting in any amendment or waiver to any Credit Document by any Net Short Lender.

(j) Disqualified Lenders. Notwithstanding anything to the contrary contained in this Agreement, any assignment to a Disqualified Lender shall not be void, but shall be subject to the following provisions:

(i) If any assignment is made to any Disqualified Lender without the Borrower's prior written consent or if any Person becomes a Disqualified Lender after the Closing Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Lender and the Administrative Agent, cancel any unfunded Commitment the subject thereof and (A) in the case of outstanding Term Loans held by Disqualified Lenders, prepay such Loan by paying the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder (it being understood that, notwithstanding anything in the Credit Documents to the contrary, any such prepayment shall not be subject to any provisions requiring prepayments of the Loans on a pro rata basis and no other Loans shall be required to be repaid as a result of such prepayment) and/or (B) require such Disqualified Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 13.04), all of its interest, rights and obligations under this Agreement and related Credit Documents to an Eligible Transferee that shall assume such obligations at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Lender paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder; *provided* that (i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 13.04(b) (unless waived by the Administrative Agent) and (ii) in the case of clause (A), the Borrower shall not use the proceeds from any Loans or loans under the USS ABL Credit Agreement or USS Revolver Credit Agreement to prepay any Loans held by Disqualified Lenders.

(ii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Lenders (A) will not (x) have the right to receive information, reports or other materials provided to the Lenders by the Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Credit Document, each Disqualified Lender will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Lender consented to such matter, and (y) for purposes of voting on any proposed plan of reorganization, plan of liquidation, or any other similar dispositive restructuring plan pursuant to any Debtor Relief Laws ("Plan of Reorganization"), each Disqualified Lender party hereto hereby agrees (1) not to vote on such Plan of Reorganization, (2) if such Disqualified Lender does vote on such Plan of Reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan of Reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by

any party for a determination by the bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

13.05 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower or any other Credit Party and the Administrative Agent, the Collateral Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Credit Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent, the Collateral Agent or any Lender would otherwise have. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent, the Collateral Agent or any Lender to any other or further action in any circumstances without notice or demand.

13.06 Payments Pro Rata.

(a) The Administrative Agent agrees that promptly after its receipt of each payment from or on behalf of any Credit Party in respect of any Obligations of such Credit Party, it shall distribute such payment to the Lenders (other than any Lender that has consented in writing to waive its *pro rata* share of such payment) *pro rata* based upon their respective shares, if any, of the Obligations with respect to which such payment was received. [Whenever any payment received by the Administrative Agent under this Agreement or any of the other Credit Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Credit Documents on any date, such payment shall be distributed by the Administrative Agent and the Lenders in the order of priority set forth in Section [__]].

(b) Each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents, or otherwise) which is applicable to the payment of the principal of, or interest or premium on, the Loans or Fees, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Obligations of the respective Credit Party to such Lenders in such amount as shall result in a proportional participation by all of the Lenders in such amount; *provided* that if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. For purposes of clause (c) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 13.06(b) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Loan(s) or Commitment(s) to which such participation relates.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 13.06(a) and (b) shall be subject to (x) the express provisions of this Agreement which require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders, (y) the express provisions of this Agreement which permit disproportionate payments with respect to various of the Tranches as, and to the extent, provided herein, and (z) any other provisions which permit disproportionate payments with respect to the Loans as, and to the extent, provided therein.

13.07 Calculations; Computations.

(a) The financial statements to be furnished to the Lenders pursuant hereto shall be made and prepared in accordance with U.S. GAAP consistently applied throughout the periods involved (except as set forth in the notes thereto); *provided* that to the extent expressly provided herein, certain calculations shall be made on a Pro Forma Basis; *provided*, *further*, that if Borrower notifies the Administrative Agent that the Borrower wishes to amend any leverage calculation or any financial definition used therein to implement the effect of any change in U.S. GAAP or the application thereof occurring after the Closing Date on the operation thereof (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend any leverage test or any financial definition used therein for such purpose), then the Borrower and the Administrative Agent shall negotiate in good faith to amend such leverage test or the definitions used therein (subject to the approval of the Required Lenders) to preserve the original intent thereof in light of such changes in U.S. GAAP; *provided*, *further*, that all determinations made pursuant to any applicable leverage test or any financial definition used therein shall be determined on the basis of U.S. GAAP as applied and in effect immediately before the relevant change in U.S. GAAP or the application thereof became effective, until such leverage test or such financial definition is amended. Notwithstanding any other provision contained herein, (i) 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 Statement of Financial Accounting Standards 141R or ASC 805 (or any other financial accounting standard having a similar result or effect) and (ii) the accounting for any lease shall be based on U.S. GAAP as in effect on December 15, 2018 and without giving effect to any subsequent changes in U.S. GAAP (or the required implementation of any previously promulgated changes in U.S. GAAP) relating to the treatment of a lease as an operating lease or capitalized lease.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (or Holdings or any Parent Company) may elect to switch from maintaining its accounting records from U.S. GAAP to IFRS by written notice to the Administrative Agent, and thereafter may provide all required financial information in accordance with IFRS, *provided* that such switch may only occur once after the Closing Date. In the event that the Borrower (or Holdings or any Parent Company) elects to prepare its financial statements in accordance with IFRS and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the "Accounting Changes") in this Agreement, the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to reflect equitably the Accounting Changes (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), then the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders) 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), with the desired result that the criteria for evaluating the Borrower's (or Holdings' or any Parent Company'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 and the Administrative Agent, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with U.S. GAAP (as determined in good faith by a Responsible Officer of the Borrower or Holdings or such Parent Company, as applicable) as if such change had not occurred.

(c) The calculation of any financial ratios 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-down if there is no nearest number).

13.08 GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS (OTHER THAN WITH RESPECT TO ANY CREDIT DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN THE RELEVANT SECURITY DOCUMENT, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT (EXCEPT THAT, (X) IN THE CASE OF ANY MORTGAGE OR OTHER SECURITY DOCUMENT, PROCEEDINGS MAY ALSO BE BROUGHT BY THE ADMINISTRATIVE AGENT OR COLLATERAL AGENT IN THE STATE IN WHICH THE RELEVANT MORTGAGED PROPERTY OR COLLATERAL IS LOCATED OR ANY OTHER RELEVANT JURISDICTION AND (Y) IN THE CASE OF ANY BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS WITH RESPECT TO ANY CREDIT PARTY, ACTIONS OR PROCEEDINGS RELATED TO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY BE BROUGHT IN SUCH COURT HOLDING SUCH BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDINGS) MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, EACH OF THE PARTIES HERETO OR THERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER IT, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER IT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING

BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, SUCH PARTY, AS THE CASE MAY BE, AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13.09 Counterparts; Integration; Effectiveness. This Agreement, the other Credit Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby 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.

13.10 Reserved.

13.11 Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

13.12 Amendment or Waiver; etc.

(a) Except as expressly contemplated hereby, neither this Agreement nor any other Credit Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Credit Parties party hereto or thereto, the Administrative Agent and the Required Lenders (although additional Group Members may be added to (and annexes may be modified to reflect such additions) the Guaranty Agreement and the Security Documents in accordance with the provisions hereof and thereof without the consent of the other Credit Parties party thereto or the Required Lenders) or the Administrative Agent with the written consent of the Required Lenders; *provided* that no such change, waiver, discharge or termination shall:

(i) without the prior written consent of each Lender directly and adversely affected thereby, reduce the amount or extend the final scheduled maturity of any Loan, or reduce the rate or extend the time of payment of principal (including any scheduled repayment, if any), interest or fees thereon, except in connection with the waiver of the applicability of any post-default interest, without the prior written consent of each Lender directly and adversely affected thereby;

(ii) release all or substantially all of the Collateral, or have the effect of releasing all or substantially all of the Collateral, whether in a single transaction or a series of related transactions, without the prior written consent of each Lender;

(iii) release all or substantially all of the value of the Guaranty by the Guarantors, or have the effect of releasing all or substantially all of the value of the Guaranty by the Guarantors, whether in a single transaction or a series of related transactions, without the prior written consent of each Lender;

(iv) amend, modify or waive any provision of Section 13.06 of this Agreement or Section 7.04 of the Security Agreement, or any other provision of the Credit Documents to the extent such amendment, modification or waiver if such provision modifies, or has the effect of modifying, the application of payments as set forth in this Agreement as of the Closing Date, without the prior written consent of each Lender directly and adversely affected thereby,

(v) reduce the percentage specified in the definition of "Required Lenders" without the prior written consent of each Lender;

(vi) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement without the consent of each Lender,

(vii) [reserved];

(viii) [reserved];

(ix) amend Section 2.14 the effect of which is to extend the maturity of any Loan without the prior written consent of each Lender directly and adversely affected thereby;

(x) without the prior written consent of each Lender directly and adversely affected thereby, (1) subordinate, or have the effect of subordinating, the Obligations (or any material portion thereof) to any other Indebtedness or (2) subordinate, or have the effect of subordinating, the Liens securing the Obligations (or any material portion thereof) to Liens securing any other Indebtedness;[9]

(xi) [reserved];

(xii) (1) permit the creation of "unrestricted subsidiaries" or any similar construct as a result of which a Subsidiary of Holdings is not subject to, or not otherwise required to comply with, Article 10 or (2) amend, modify or waive Section 10.12 or Section 12.11(ii), in each case, without the prior written consent of each Lender;

(xiii) [reserved]:

(xiv) [reserved];

(xv) amend, modify or waive Section [__][10] or this Section 13.12(a) without the prior written consent of each Lender directly and adversely affected thereby;

(xvi) [without the prior written consent of each Lender directly and adversely affected thereby, amend this Agreement in a manner that would authorize the incurrence of additional Indebtedness that would be issued under this Agreement or increase or decrease the Commitments, in each case, in contemplation of or for the primary purpose of influencing voting thresholds];

(xvii) [reserved];

(xviii) [amend or modify this Agreement in a manner that would allow Holdings, the Borrower or any Group Member to purchase, exchange, replace and/or refinance Loans on a non-pro rata basis or via an auction without the prior written consent of each Lender]; and

(xix) without the requisite consent contemplated under such clause or clauses, as applicable, amend, modify or waive any definition to the extent applicable to any of the foregoing clauses (i) through (xviii) to the extent such amendment, modification or waiver would have the effect of any of the amendments, modifications or waivers that are limited by the foregoing clause (i) through (xviii);

provided, *further*, that no such change, waiver, discharge or termination shall (1) increase or extend the Commitments of any Lender over the amount and term thereof then in effect without the consent of such Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Total Commitment shall not constitute an increase or extension of the Commitment of any Lender, and that an increase

[9] NTD: Formulation for carve-outs to be confirmed.

[10] NTD: Placeholder for waterfall cross-reference.

in the available portion of any Commitment of any Lender shall not constitute an increase of the Commitment of such Lender), (2) without the consent of each Agent adversely affected thereby, amend, modify or waive any provision of Section 12 or any other provision of any Credit Document as the same relates to the rights or obligations of such Agent and (3) without the consent of the Collateral Agent, amend, modify or waive any provision relating to the rights or obligations of the Collateral Agent.

(b) If, in connection with any proposed change, waiver, discharge or termination of any of the provisions of this Agreement as contemplated by clauses (i) through (v), inclusive, of the first proviso to Section 13.12(a), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Borrower shall have the right, so long as all non-consenting Lenders whose individual consent is required are treated as described in either clause (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 2.13 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate such non-consenting Lender's Commitments and/or repay the outstanding Loans of such Lender in accordance with Section 5.01(b)(i); *provided* that, unless the Commitments that are terminated, and Loans repaid, pursuant to the preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of outstanding Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B) the Required Lenders (determined after giving effect to the proposed action) shall specifically consent thereto; *provided*, *further*, that in any event the Borrower shall not have the right to replace a Lender, terminate its Commitments or repay its Loans solely as a result of the exercise of such Lender's rights (and the withholding of any required consent by such Lender) pursuant to the second proviso to Section 13.12(a).

(c) Notwithstanding anything to the contrary contained in clause (a) of this Section 13.12, (i) the Borrower, the Administrative Agent and each applicable Incremental Lender may, without the consent of any other Lender, (i) in accordance with the provisions of Section 2.15, enter into an Incremental Amendment; *provided* that after the execution and delivery by the Borrower, the Administrative Agent and each such Incremental Lender of such Incremental Amendment, such Incremental Amendment, may thereafter only be modified in accordance with the requirements of clause (a) above of this Section 13.12, and (ii) the Incremental Amendment may, without the consent of any other Credit Party, Agent or Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of Section 2.15 and the Lenders expressly authorize the Administrative Agent to enter into every such Incremental Amendment, including any amendments that are not materially adverse to the interests of any Lender that amend this Agreement to increase the interest rate margin, increase the interest rate floor, increase, extend or add any prepayment premium, increase, extend or add any call protection or increase the amortization schedule with respect to any existing Tranche of Loans in order to cause any Incremental Loans to be fungible with such existing Tranche of Loans.

(d) [Reserved].

(e) Notwithstanding anything to the contrary herein, any fee letter may be amended, or rights and privileges thereunder waived, in a writing executed only by the parties thereto.

(f) Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments, waivers and consents hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment, waiver or consent (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); *provided* that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

(g) Further, notwithstanding anything to the contrary contained in this Section 13.12, if following the Closing Date, the Administrative Agent and/or the Collateral Agent and any Credit Party shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Credit Documents, then the Administrative Agent and/or the Collateral Agent and the Credit Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Credit Documents if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

(h) Further, notwithstanding anything to the contrary in this Section 13.12, the Borrower and the Administrative Agent shall be permitted to amend any provision of a Credit Document in order to (i) comply with local law or the advice of local counsel or (ii) to cause any Credit Document (other than this Agreement) to be consistent with this Agreement and the other Credit Documents, and, in each case, such amendment shall become effective without any further action or consent of any other party to any Credit Document.

(i) Further, notwithstanding anything to the contrary contained in this Section 13.12, modifications to the Credit Documents may be made with the consent of the Borrower and the Administrative Agent (acting at the Direction of the Required Lenders) (and no other Person) to the extent necessary to make any amendments permitted by Section 13.07(b) to give effect to any election to adopt IFRS.

(j) Further, notwithstanding anything to the contrary contained in this Section 13.12, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any amendment, modification or waiver of any provision of this Agreement or any other Credit Document or any departure by Holdings or any other Group Member therefrom, (B) otherwise acted on any matter related to this Agreement or any Credit Document or (C) directed or required the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to, or under, this Agreement

or any Credit Document, in connection with any amendment or waiver, each Lender (or any Affiliate of such Person (*provided further* that for the purposes of this Section 13.12(j), Affiliates shall not include Persons that are subject to customary procedures to prevent the sharing of confidential information between such Lender and such Person and such Person is managed having independent fiduciary duties to the investors or other equityholders of such Person)) (other than (i) any Lender that is a Regulated Bank and (ii) any [[Revolving Lender] (as defined in the USS Revolver Credit Agreement) or] Revolving Lender (as defined in the USS ABL Credit Agreement) or any Affiliates of such Regulated Bank, [[Revolving Lender] (as defined in the USS Revolver Credit Agreement)] or Revolving Lender (as defined in the USS ABL Credit Agreement)) that, as a result of its (or its Affiliates') interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to any of the Loans or Commitments, or with respect to any other tranche, class or series of Indebtedness for borrowed money incurred or issued by Holdings or any other Group Member (including commitments with respect to any revolving credit facility) (each such item of Indebtedness, including the Loan and Commitments, "Specified Indebtedness"), on the later of (x) the date such amendment or waiver is posted for review by Lenders generally and (y) the date, if any, that such Lender consents to such amendment or waiver (each such Lender, a "Net Short Lender"), shall be deemed to have voted its interest as a Lender in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders (including in any plan of reorganization). For purposes of determining whether a Lender (alone or together with its Affiliates) has a "net short position" on any date of determination: (i) derivative contracts with respect to any Specified Indebtedness and such contracts that are the functional equivalent thereof shall be counted at the notional amount of such contract in Dollars, (ii) notional amounts in other currencies shall be converted to the Equivalent Amount thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes Holdings or any other Group Member or any instrument issued or guaranteed by Holdings or any other Group Member shall not be deemed to create a short position with respect to such Specified Indebtedness, so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) Holdings and the other Group Members and any instrument issued or guaranteed by Holdings or the other Group Members, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "ISDA CDS Definitions") shall be deemed to create a short position with respect to the relevant Specified Indebtedness if such Lender or its Affiliates is a protection buyer or the equivalent thereof for such derivative transaction and (x) the relevant Specified Indebtedness is a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (y) the relevant Specified Indebtedness would be a "Deliverable Obligation" under the terms of such derivative transaction or (z) Holdings or any other Group Member is designated as a "Reference Entity" under the terms of such derivative transaction and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to

create a short position with respect to any Specified Indebtedness if such transactions offer the Lender or its Affiliates protection against a decline in the value of such Specified Indebtedness, or in the credit quality of Holdings or any other Group Member, in each case, other than as part of an index so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) Holdings and the other Group Members, and any instrument issued or guaranteed by Holdings or the other Group Members, collectively, shall represent less than 5% of the components of such index. In connection with any amendment, modification or waiver of this Agreement or the other Credit Documents, each Lender (other than any Lender that is a Regulated Bank) will be deemed to have represented to the Borrower and the Administrative Agent that it does not constitute a Net Short Lender, in each case, unless such Lender shall have notified Borrower and the Administrative Agent prior to the requested response date with respect to such amendment, modification or waiver that it constitutes a Net Short Lender (it being understood and agreed that the Borrower and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is a Net Short Lender.

13.13 Survival. All indemnities set forth herein including, in Sections 2.10, 2.11, 5.05, 12.07 and 13.01 shall survive the execution, delivery and termination of this Agreement and the making and repayment of the Obligations.

13.14 Reserved.

13.15 Confidentiality.

(a) Subject to the provisions of clause (b) of this Section 13.15, each Agent and each Lender agrees that it will not disclose without the prior written consent, which may take the form of electronic mail, of the Borrower (other than to its affiliates and its and their respective directors, officers, employees, auditors, agents, advisors or counsel, or to another Lender if such Lender or such Lender's holding or parent company in its reasonable discretion determines that any such party should have access to such information in connection with the transactions contemplated by this Agreement and such Agent's or Lender's role hereunder or investment in the Loans; *provided* such Persons shall be subject to the provisions of this Section 13.15 to the same extent as such Lender (or language substantially similar to this Section 13.15(a))) any non-public information with respect to the Borrower or any other Group Member (other than, for the avoidance of doubt, information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry) which is now or in the future furnished by or on behalf of any Credit Party pursuant to this Agreement or any other Credit Document; *provided* that each Agent and each Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 13.15(a) by such Agent or such Lender, (ii) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or Federal or supranational regulatory body having or claiming to have jurisdiction over such Agent or such Lender or to the Federal Reserve Board or other central banking authority or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (iii) as may be required or appropriate in respect to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Agent or such Lender, (v) in the case of any Lender, to the Administrative Agent

or the Collateral Agent, (vi) to any prospective or actual direct or indirect contractual counterparty (other than any Disqualified Lender except that the list of Disqualified Lenders may be furnished) in any swap, hedge or similar agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 13.15 (or language substantially similar to this Section 13.15(a)), (vii) in the case of any Lender, to any prospective or actual transferee, pledgee or participant (other than any Disqualified Lender, to the extent that the list of Disqualified Lenders has been furnished, and any pledgee to whom disclosure is permitted pursuant to clause (ii) above) in connection with any contemplated transfer, pledge or participation of any of the Loans or Commitments or any interest therein by such Lender, (viii) has become available to any Agent, any Lender or any of their respective Affiliates on a non-confidential basis from a source other than Holdings, the Borrower or any other Group Member, and which source is not known by such Person to be subject to a confidentiality restriction in respect thereof in favor of the Borrower or any Affiliate of the Borrower, (ix) for purposes of establishing a "due diligence" defense, (x) to credit risk protection providers (or insurers, re-insurers and insurance brokers), (xi) in communications with Governmental Authorities in connection with compliance with applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws, with notice to the Borrower, to the extent permitted and practicable, promptly after any such communications, and (xii) that has been independently developed by such Agent or such Lender without the use of any other confidential information provided by the Borrower or on the Borrower's behalf; *provided* that such prospective transferee, pledge or participant agrees to be bound by the confidentiality provisions contained in this Section 13.15 (or language substantially similar to this Section 13.15(a)); *provided*, *further*, that, to the extent permitted pursuant to any applicable law, order, regulation or ruling, and other than in connection with credit and other bank examinations conducted in the ordinary course with respect to such Agent or such Lender, in the case of any disclosure pursuant to the foregoing clauses (ii), (iii) or (iv), such Agent or such Lender will use its commercially reasonable efforts to notify the Borrower in advance of such disclosure so as to afford the Borrower the opportunity to protect the confidentiality of the information proposed to be so disclosed.

(b) The Borrower hereby acknowledges and agrees that each Lender may share with any of its affiliates, and such affiliates may share with such Lender, any information related to Holdings, the Borrower or any of its Subsidiaries (including, any non-public customer information regarding the creditworthiness of Holdings, the Borrower and its Subsidiaries); *provided* such Persons shall be subject to the provisions of this Section 13.15 to the same extent as such Lender.

13.16 Patriot Act Notice. Each Lender hereby notifies Holdings and the Borrower that pursuant to the requirements of the USA PATRIOT Act Title III of Pub. 107-56 (signed into law October 26, 2001 and amended on March 9, 2009) (the "Patriot Act") and the Beneficial Ownership Regulation, it is required to obtain, verify, and record information that identifies Holdings, the Borrower and each Group Guarantor, which information includes the name of each Credit Party and other information that will allow such Lender to identify the Credit Party in accordance with the Patriot Act and the Beneficial Ownership Regulation, and each Credit Party agrees to provide such information from time to time to any Lender.

13.17 Waiver of Sovereign Immunity. Each of the Credit Parties, in respect of itself, its Subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to

the extent that Holdings, the Borrower, their respective Subsidiaries or any of their properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon the Loans or any Credit Document or any other liability or obligation of Holdings, the Borrower or any of their respective Subsidiaries related to or arising from the transactions contemplated by any of the Credit Documents, including, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, Holdings and the Borrower, for themselves and on behalf of their respective Subsidiaries, hereby expressly waive, to the fullest extent permissible under applicable law, any such immunity, and agree not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, Holdings and the Borrower further agree that the waivers set forth in this Section 13.17 shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

13.18 Reserved.

13.19 INTERCREDITOR AGREEMENTS.

(a) EACH LENDER PARTY HERETO UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IT (AND EACH OF ITS SUCCESSORS AND ASSIGNS) AND EACH OTHER LENDER (AND EACH OF THEIR SUCCESSORS AND ASSIGNS) SHALL BE BOUND BY THE USS ABL INTERCREDITOR AGREEMENT, USS REVOLVER INTERCREDITOR AGREEMENT AND, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT, TO THE EXTENT CONTEMPLATED BY THIS AGREEMENT.

(b) THE PROVISIONS OF THIS SECTION 13.19 ARE NOT INTENDED TO SUMMARIZE OR FULLY DESCRIBE THE PROVISIONS OF THE USS ABL INTERCREDITOR AGREEMENT, THE USS REVOLVER INTERCREDITOR AGREEMENT OR, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT, TO THE EXTENT CONTEMPLATED BY THIS AGREEMENT. REFERENCE MUST BE MADE TO THE USS ABL INTERCREDITOR AGREEMENT, THE USS REVOLVER INTERCREDITOR AGREEMENT AND, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT, ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE USS ABL INTERCREDITOR AGREEMENT, USS REVOLVER INTERCREDITOR AGREEMENT AND, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR

AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF, AND NO AGENT OR ANY OF AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE USS ABL INTERCREDITOR AGREEMENT, USS REVOLVER INTERCREDITOR AGREEMENT OR, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT. COPIES OF THE USS ABL INTERCREDITOR AGREEMENT, THE USS REVOLVER INTERCREDITOR AGREEMENT AND ANY JUNIOR LIEN INTERCREDITOR AGREEMENT MAY BE OBTAINED FROM THE ADMINISTRATIVE AGENT.

(c) EACH OF THE USS ABL INTERCREDITOR AGREEMENT, USS REVOLVER INTERCREDITOR AGREEMENT AND, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT, IS AN AGREEMENT SOLELY AMONGST THE LENDERS (AND THEIR SUCCESSORS, ASSIGNS AND AGENTS) AND IS NOT AN AGREEMENT TO WHICH HOLDINGS OR ANY OF ITS SUBSIDIARIES IS PARTY. AS MORE FULLY PROVIDED THEREIN, THE USS ABL INTERCREDITOR AGREEMENT, THE USS REVOLVER INTERCREDITOR AGREEMENT AND, TO THE EXTENT REQUESTED BY THE BORROWER AFTER THE CLOSING DATE TO BE ENTERED INTO IN CONNECTION WITH INDEBTEDNESS PERMITTED BY THIS AGREEMENT, ANY JUNIOR LIEN INTERCREDITOR AGREEMENT, CAN ONLY BE AMENDED BY THE PARTIES THERETO IN ACCORDANCE WITH THE PROVISIONS THEREOF.

13.20 Absence of Fiduciary Relationship.

Notwithstanding any other provision of this Agreement or any provision of any other Credit Document, (i) none of the Lenders or any of their respective Affiliates shall, solely by reason of this Agreement or any other Credit Document, have any fiduciary, advisory or agency relationship or duty in respect of any Lender or any other Person and (ii) the Group Members hereby waive, to the fullest extent permitted by law, any claims they may have against any Lender or any of its respective Affiliates for breach of fiduciary duty or alleged breach of fiduciary duty by reason of this Agreement, any other Credit Document or the transactions contemplated hereby or thereby. Each Agent, each Lender and their respective Affiliates may have economic interests that conflict with those of the Credit Parties, their stockholders and/or their affiliates.

13.21 Electronic Execution of Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Borrower agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or

convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, use or acceptance by the Administrative Agent and each of the Secured Creditors of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Creditors may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided*, *further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Creditors shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrower without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

13.22 Entire Agreement. This Agreement and the other Credit Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

13.23 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares

or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

13.24 Acknowledgement Regarding Any Supported QFCs.

(a) To the extent that the Credit Documents provide support, through a guarantee or otherwise, for Interest Rate Protection Agreements or Other Hedging 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 Credit 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 Credit 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 Credit 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.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PECF USS INTERMEDIATE HOLDING II CORPORATION, as Holdings

By: _____
Name:
Title:

PECF USS INTERMEDIATE HOLDING III CORPORATION, as the Borrower

By: _____
Name:
Title:

PORTABLE HOLDING CORPORATION
PORTABLE INTERMEDIATE HOLDING CORPORATION
PORTABLE INTERMEDIATE HOLDING II CORPORATION
USS ULTIMATE HOLDINGS, INC.
UNITED SITE SERVICES, INC.
UNITED SITE NATIONAL SERVICES COMPANY
UNITED SITE SERVICES OF LOUISIANA, INC.
UNITED SITE SERVICES OF FLORIDA, LLC
UNITED SITE SERVICES OF NEVADA, INC.
UNITED SITE SERVICES NORTHEAST, INC.
UNITED SITE SERVICES OF COLORADO, INC.
UNITED SITE SERVICES OF MARYLAND, INC.
UNITED SITE SERVICES OF CALIFORNIA, INC.
UNITED SITE SERVICES OF TEXAS, INC.
JOHNNY ON THE SPOT, LLC
NORTHEAST SANITATION, INC.
RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE CO., INC.
UNITED SITE SERVICES OF MISSISSIPPI, LLC
VORTEX HOLDCO, LLC
VORTEX OPCO, LLC

By:_____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent

By:_____
Name:
Title:

BARCLAYS BANK PLC, as the Fronting Lender

By:_____
Name:
Title:

EXHIBIT F TO PLAN SUPPLEMENT

RESTRUCTURING TRANSACTIONS MEMORANDUM

RESTRUCTURING TRANSACTIONS MEMORANDUM

Background:

This Restructuring Transactions Memorandum ("**Memorandum**") sets forth a summary description of certain of the proposed Restructuring Transactions[1] to be effectuated prior to, on, or following the Effective Date in connection with the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 16] (as amended, supplemented or modified from time to time in accordance with its terms, the "Plan"). The Restructuring Transactions remain under discussion among the Debtors and other parties, and, subject to the applicable consent rights contained in the Restructuring Support Agreement and the Plan, the Debtors reserve all rights to modify, amend, supplement, or restate any part of this Memorandum as necessary or appropriate.

The Debtors contemplate that the Confirmation Order will approve this Memorandum and the various actions and transactions set forth in this Memorandum (as well as any modifications or deviations from the description herein, subject to the applicable consent rights set forth in the Restructuring Support Agreement and the Plan), and authorize the Debtors and the Reorganized Debtors, as applicable, to take any and all actions as may be necessary or appropriate in their discretion, to implement any action or transaction described in, contemplated by, necessary or appropriate to effectuate the Plan, this Memorandum, and the Restructuring Transactions.

Specifically, pursuant to the Plan, and without limiting the terms thereof, the Debtors intend to implement the below Restructuring Transactions after the Confirmation Date but prior to, on, or following the Effective Date. The Restructuring Transactions shall occur in the order set forth below, unless otherwise specified. The definitive documentation necessary or appropriate to implement the Restructuring Transactions may include, among other things, merger, purchase, assignment, conversion, formation, and/or contribution agreements, certificates, or other documentation, as applicable.

Furthermore, on the Effective Date (or as soon as reasonably practicable thereafter), the Reorganized Debtors will determine whether (a) each Intercompany Claim will be (i) Reinstated, (ii) adjusted, (iii) converted to equity, set off, settled, distributed or contributed, or (iv) discharged, cancelled, and released, and (b) certain subsidiaries may be reclassified or repositioned within the group via elections, equity contributions or sales and/or liquidated or merged into other group entities.

The Restructuring Transactions shall occur in the order set forth below, unless otherwise specified.

On the Effective Date:[2]

Step 1: The ERO Backstop Parties, on a several and not joint and several basis, purchase 100% of the outstanding equity interest (the "Existing Equity") in PECF USS Holding Corporation

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1 Capitalized terms used but not defined herein shall have the definitions set forth in the Plan. In the event of an inconsistency between the Plan and the terms hereof, the terms of the Plan shall control.

2 [Note: Restructuring Transactions Memorandum may be updated to reflect issuance of new debt and conversion of Reorganized Parent to a limited liability company.]

("Reorganized Parent") from the Sponsor entities that directly hold the Existing Equity in exchange for the Sponsor Payment (as defined in the ERO Backstop Agreement), which Sponsor Payment shall be paid to such Sponsor entities or their designee.

Step 2: Reorganized Parent issues the Distributable Shares and Subscription Rights (the "Plan Equity Consideration") and contributes the Plan Equity Consideration to PECF USS Intermediate Holding Corporation, which contributes the Plan Equity Consideration to PECF USS Intermediate Holding II Corporation, which contributes the Plan Equity Consideration to PECF USS Intermediate Holding III Corporation.

Step 3: PECF USS Intermediate Holding III Corporation retains the portion of the Plan Equity Consideration to be distributed to Holders of Amended Term Loan Claims (the "Term Loan Equity Consideration") and contributes the remainder of the Plan Equity Consideration (the "Second-Out Equity Consideration") to Portable Holding Corporation, which contributes the Second-Out Equity Consideration to Portable Intermediate Holding Corporation, which contributes the Second-Out Equity Consideration to Portable Intermediate Holding II Corporation, which contributes the Second-Out Equity Consideration to USS Ultimate Holdings, Inc., which contributes the Second-Out Equity Consideration to United Site Services, Inc., which contributes the Second-Out Equity Consideration to Vortex Holdco, LLC which contributes the Second-Out Equity Consideration to Vortex Opco, LLC.

Step 4: Pursuant to the Plan, (i) PECF USS Intermediate Holding III Corporation distributes the Term Loan Equity Consideration to holders of Amended Term Loan Claims, and (ii) Vortex Opco, LLC distributes the Second-Out Equity Consideration to holders of Second-Out Claims, in each case, in satisfaction of such Claims, other than the portion of such Claims to be satisfied by a payment in Cash which will be paid pursuant to Step 6.

Step 5: The participants in the Equity Rights Offering (including, in such capacity, the ERO Backstop Parties) purchase the Rights Offering Shares from Reorganized Parent, the ERO Backstop Parties purchase (i) the Direct Investment Shares (reduced to take into account the Existing Equity purchased in Step 1), and (ii) the Unsubscribed Equity (if any) from Reorganized Parent, and Reorganized Parent issues the ERO Backstop Premium Shares to the recipients of the ERO Backstop Premium Shares.

Step 6: Pursuant to the Plan, for administrative purposes, Reorganized Parent (or one or more other entities) distributes (or causes to be distributed) Cash to holders of Claims entitled to receive Cash pursuant to the Plan, in each case, in full and final satisfaction of such Claims.

Step 7: The Existing Equity (purchased in Step 1 and diluted as a result of the issuance of the Plan Equity Consideration, the ERO Equity, the Direct Investment Shares, the Unsubscribed Equity (if any), the ERO Backstop Premium Shares and any equity issued (or reserved) pursuant to the Management Incentive Plan) is recapitalized such that it is identical in all respects to the other New Common Shares.

EXHIBIT G TO PLAN SUPPLEMENT

SCHEDULE OF RETAINED CAUSES OF ACTION

RETAINED CAUSES OF ACTION

Pursuant to Articles IV.E and IV.M of the Plan and Section 1123(b) of the Bankruptcy Code, this non-exclusive schedule (this "**Schedule**") sets forth Causes of Action that the Debtors may hold against any Entity, to the extent not released under Articles VIII.D and VIII.E of the Plan or otherwise, that shall vest in the Reorganized Debtors on the Effective Date.

The inclusion or failure to include any claim or Cause of Action in this Schedule, including those set forth in **Schedule A** hereto, shall not be deemed an admission, denial or waiver of any claims, rights or causes of action that any Debtor or Estate may have against any Entity. Notwithstanding, and without limiting the generality of Article IV.M of the Plan, the following Causes of Action identified below are expressly preserved by the Debtors and the Reorganized Debtors, as applicable, subject to the terms of the Plan and the information provided herein.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

The retained Causes of Action include among other things, all of the Debtors' claims (as defined in section 101(5) of the Bankruptcy Code) and Causes of Action (including defenses, counterclaims, cross-claims and other rights), except as otherwise released by the Plan, including as relating to the following:

I. CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTERCLAIMS RELATED TO LITIGATION, POTENTIAL LITIGATION, AND ADMINISTRATIVE ACTIONS

Unless otherwise expressly released by the Plan, the Debtors hereby reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, bankruptcy proceedings, administrative actions or any other type of

adversarial proceeding, collections action or dispute resolution, whether formal or informal or judicial or non-judicial with the Debtors or Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

II. Claims Related to Tax Obligations

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against any taxing authority based in whole or in part upon any and all tax obligations of the Debtors or Reorganized Debtors or pursuant to which any Debtors or Reorganized Debtors have any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein. Without limiting the generality of the foregoing, the Debtors expressly reserve all defenses and claims for any past, pending, or future audits.

III. Claims Related to Deposits, Prepayments, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

IV. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtors or Reorganized Debtors are a party or pursuant to which any Debtors or Reorganized Debtors have any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers,

underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

V. CLAIMS RELATED TO CLAIMS PAID OR PAYABLE BY THIRD PARTIES

Unless otherwise released by the Plan, any Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them.

VI. CLAIMS RELATED TO CONTRACTS AND LEASES

Unless otherwise released by the Plan, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all contracts, leases, and similar instruments, to which any of the Debtors or Reorganized Debtors are a party or pursuant to which any of the Debtors or Reorganized Debtors have any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this Plan Supplement, or any amendments thereto), including without limitation all contracts and leases that are assumed pursuant to the Plan or were previously assumed by the Debtors.

SCHEDULE A TO RETAINED CAUSES OF ACTION

Case Caption	Case Number	Court
In re TreeSap Farms, LLC, *et al.*	Case No. 25-90017 (ARP)	United States Bankruptcy Court for the Southern District of Texas
In re Zachry Holdings, Inc., *et al.*; In re Computer Simulation & Analysis, Inc.	Case Nos. 24-90377, 24-90391	United States Bankruptcy Court for the Southern District of Texas
United Site Services, Inc. and Johnny on the Spot, LLC v. Richard Riveria and John To Go, Inc.	PAS-C-000048-25	Superior Court (Chancery Division), Passaic County, New Jersey
United Site Services, Inc. v. Jason Taylor and Dignified 1 LLC dba Royal Flush Porta Potty	A-25-921634-B	District Court, Clark County, Nevada